Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410
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Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

AGENDA
Board of Directors Meeting
June 6, 2012

*****Start Time: 9:30 a.m. (CLOSED SESSION)*****
1170 W. 3rd Street, 2nd Floor (The Super Chief)

****Convene Regular Meeting at 10:00 a.m.****
1st Floor Lobby

LOCATION
San Bernardino Associated Governments
Santa Fe Depot - SANBAG Lobby 1st Floor
1170 W. 3rd Street, San Bernardino, CA

Board of Directors

President
Larry McCallon, Mayor
City of Highland

Vice-President
Janice Rutherford, Supervisor
County of San Bernardino

Cari Thomas, Mayor
City of Adelanto

Rick Roelle, Council Member
Town of Apple Valley

Julie McIntyre, Mayor Pro Tem
City of Barstow

Bill Jahn, Mayor
City of Big Bear Lake

Dennis Yates, Mayor
City of Chino

Ed Graham, Council Member
City of Chino Hills

Sarah Zamora, Mayor
City of Colton

Michael Tahan, Council Member
City of Fontana

Walt Stanckiewitz, Mayor
City of Grand Terrace

Mike Leonard, Council Member
City of Hesperia

Rhodes "Dusty" Rigsby, Mayor
City of Loma Linda

Paul Eaton, Mayor
City of Montclair

Edward Paget, Mayor
City of Needles

Alan Wapner, Council Member
City of Ontario

L. Dennis Michael, Mayor
City of Rancho Cucamonga

Pete Aguilar, Mayor
City of Redlands

Ed Scott, Mayor Pro Tem
City of Rialto

Patrick Morris, Mayor
City of San Bernardino

Jim Harris, Council Member
City of Twentynine Palms

Ray Musser, Mayor
City of Upland

Ryan McEachron, Mayor
City of Victorville

Dick Riddell, Mayor
City of Yucaipa

George Huntington, Council Member
Town of Yucca Valley

Gary Ovitt, Supervisor
County of San Bernardino

Brad Mitzelfelt, Supervisor
County of San Bernardino

Neil Derry, Supervisor
County of San Bernardino

Josie Gonzales, Supervisor
County of San Bernardino

Syed Raza, Caltrans
Ex-Officio Member

Ray Wolfe, *Executive Director*

Eileen Teichert, *SANBAG Counsel*

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, *which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

The San Bernardino County Transportation Authority, *which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

The Service Authority for Freeway Emergencies, *which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

The Congestion Management Agency, *which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

As a ***Subregional Planning Agency,*** *SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
County Congestion Management Agency
Service Authority for Freeway Emergencies

AGENDA

Board of Directors
June 6, 2012

9:30 a.m. convene meeting of the Board of Directors
1170 W. 3rd Street, 2nd Floor (The Super Chief)
San Bernardino, CA

CLOSED SESSION

#1 Conference with Legal Counsel – Existing Litigation
Existing litigation pursuant to Government Code Section 54956.9, subdivision (a), with respect to the following matters:

SANBAG Parcel #	Case Name and Number
B-235/237	**SANBAG v. Orange Show Road Properties, LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1104950**
B-239	**SANBAG v. Orange Show Road Properties, LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1104962**
B-243	**SANBAG v. World Oil Marketing Company, San Bernardino County Superior Court Case No. CIVDS 1104963**
B-245	**SANBAG v. F & C Jara Properties Fourth Limited Partnership, et al., San Bernardino County Superior Court Case No. CIVDS 1104964**
C-2	**SANBAG v. Vicki L. Thomas, Trustee, San Bernardino County Superior Court Case No. CIVDS 1104957**
C-18/20/22	**SANBAG v. Hospitality LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1103202**
C-33	**SANBAG v. Rafaat Ryad Luga, et al., San Bernardino County Superior Court Case No. CIVDS 1103185**
C-39/40/41/44/45/ 46/47/48/49/50/51/ 52/57/58	**SANBAG v. Rancon Realty Fund V Subsidiary LLC, et al., San Bernardino County Superior Court Case No. CIVDS 1103178**
C-71	**SANBAG v. Costco Wholesale Corporation, et al., San Bernardino County Superior Court Case No. CIVDS 1103192**

 # 2 Conference With Real Property Negotiators

Agency Negotiators: Mitch Alderman & Ryan Graham, SANBAG; James Staudinger, HDR, Inc.; and Rick Rayl & Bradford Kuhn, Nossaman LLP; pursuant to Government Code Section 54956.8.

Property:

C-62/64/66/68/70/72	966, 996, 1092 E. Hospitality Ln. & 1760 S. Tippecanoe Ave. San Bernardino Ca 92408	TIPPECANOE NORTHPOINTE LLC

Negotiating parties:
See table above under "Property".
Under Negotiation: Right of Entry Agreement.

 # 3 Conference with Legal Counsel

pursuant to Government Code Section 54956.9 (a) Case Nos. 37-2008-00079230 and 37-2009-00082535 San Bernardino County Flood Control District, and the County of San Bernardino v. SANBAG

CONVENE REGULAR SANBAG MEETING at 10:00 A.M.

Location:
San Bernardino Associated Governments
Santa Fe Depot
SANBAG Lobby, 1st Floor
1170 W. 3rd Street, San Bernardino

To obtain additional information on any items, please contact the staff person listed under each item. You are encouraged to obtain any clarifying information prior to the meeting to allow the Board to move expeditiously in its deliberations. Additional meeting procedures and agenda explanations are attached to the end of this agenda.

Call to Order 10:00 a.m. by Mayor Larry McCallon

I. Attendance
II. Announcements:
- Calendar of Events (Pg. 15)

III. Agenda Notices/Modifications – Vicki Watson

Notes/Actions:

1. **Possible Conflict of Interest Issues for the Board Meeting of June 6, 2012** Pg. 16

Note agenda item contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation on the appropriate item.

Notes/Actions:

Consent Calendar

Items listed on the Consent Calendar are expected to be routine and non-controversial. These items have been discussed at SANBAG Policy Committee meetings and made available for public review as noted in the agenda. The Consent Calendar will be acted upon as a single motion. Items on the Consent Calendar may be removed for discussion by Board Member Request. Items pulled from the consent calendar will be brought up under Agenda Item 37.

Administrative Matters

2. **Board of Directors Attendance Roster** Pg. 20

3. **April 2012 Procurement Report** Pg. 24

   Receive April 2012 Procurement Report. **William Stawarski**

   This item was reviewed by the Administrative Committee on May 9, 2012.

4. **Budget to Actual Report for second quarter ending December 31, 2011** Pg. 26

   Receive and file Budget to Actual Report for second quarter ending December 31, 2011. **William Stawarski**

   This item was received by the Administrative Committee on May 9, 2012.

5. **Policy 20001 - Post-Issuance Tax Compliance for Tax-Exempt Bonds** Pg. 30

   Approve Policy 20001 - Post-Issuance Tax Compliance for Tax-Exempt Bonds. **William Stawarski**

   This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012.

6. **Authorized Signers with Community Bank** Pg. 34

   Authorize Executive Director, Chief Financial Officer, and Director of Management Services as Authorized Signers of all accounts with Community Bank. **William Stawarski**

   This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012.

7. **Director of Fund Administration and Programming Position** Pg. 35

   Approve the job description and salary range for the new Director of Fund Administration and Programming. **Duane Baker**

   This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 9, 2012.

Consent Calendar Continued....

Administrative Matters (Cont.)

8. Request for Proposal (RFP) 12238 for On-Call Internal Audit and Price Review Services Pg.39

Authorize and approve release of RFP 12238 for qualified firms to provide professional On-Call Internal Audit and Price Review Services to support all San Bernardino Associated Government (SANBAG) procurements. **William Stawarski**

This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the item and RFP as to form.

9. Award Contract C12193 with McGladrey LLP for SANBAG Auditing Services Pg. 44

Award Contract C12193 with McGladrey LLP for Auditing Services in a not-to-exceed amount of $338,270 for a three-year period, with two one-year option extensions. Authorize Board President, who is a member of the audit subcommittee, to execute engagement letter required by auditing standards. **William Stawarski**

This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012. SANBAG Legal Counsel and Contracts Manager are currently reviewing the contract as to form.

10. SANBAG Memberships to Regional, State, and National Trade Organizations Pg. 58

Continue SANBAG Memberships to regional, State, and national trade organizations as listed below with the exception of the Community Transportation Association of America, the California Association of Councils of Governments, and the Inland Empire Economic Partnership. **Duane Baker**

This item was reviewed by the Administrative Committee on May 9, 2012.

Mobility Program

11. Agreement for Digital Cellular Services for the San Bernardino Call Box Program Pg. 63

Approve Amendment No. 3 to Contract No. 05002, between the San Bernardino Service Authority for Freeway Emergencies and AT&T Mobility, to extend the contract term through June 30, 2013, and to increase the not-to-exceed amount of the contract by $115,000 for a revised total contract amount of $879,426, as outlined in the Financial Impact section. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 16, 2012. The item has been reviewed and approved by the SANBAG Contracts Manager and SANBAG Counsel as to form.

Notes/Actions:

Consent Calendar Continued....

Mobility Programs (Cont.)

Notes/Actions:

12. Amendment No. 1 to Contract No. 09197 with Ron DeLaby from Paladin Investigative Services, LLC, for Call Box Recovery Services Pg. 68

1. Approve Amendment No. 1 to Contract No. 09197, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and Ron DeLaby from Paladin Investigative Services to provide recovery services for call box knockdowns throughout San Bernardino County; and

2. Extend the contract term for an additional two years through June 30, 2014, and increase the contract in the amount of $60,000 for a new not-to-exceed amount of $150,000. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 16, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this Amendment No. 1 as to form.

13. Agreement between the California Highway Patrol (CHP) and San Bernardino Service Authority for Freeway Emergencies (SAFE) for CHP Call Box Liaison Support Pg. 75

Approve Agreement No. C12239 with the CHP for Call Box Liaison support for a three-year period beginning July 1, 2012, through June 30, 2015, in an amount not-to-exceed $11,625.00, with a one-year option extension, as specified in the Financial Impact Section. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee at its May 16, 2012, meeting. This agreement has been reviewed and approved by the SANBAG Contracts Manager and SANBAG Counsel, as to form.

14. Amendment No. 1 to Call Box Call Answering Services Contract Pg. 85

Approve Amendment No. 1 to Contract No. 12005 providing for additional insurance and indemnity requirements with Professional Communications Network for Call Answering Center Services for San Bernardino, Riverside and Orange County call boxes. No additional funds are required for this Amendment. **Duane Baker**

This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on May 16, 2012. The amendment to the contract has been reviewed and approved by the SANBAG Contracts Manager and by SANBAG Counsel as to form.

Notes/Actions:

Consent Calendar Continued....

Program Support/Council of Governments

15. Recommended Positions for State Legislation Pg. 92

Support: a. AB 1444 (Feuer)
b. AB 1665 (Galgiani)
c. AB 1780 (Bonilla)
d. AB 2498 (Gordon)

Eric Haley

This item was unanimously approved by the Administrative Committee on May 9, 2012.

Project Development

16. Utility Agreements for Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure and the Newport Road Overcrossing Projects Pg. 101

Approve fifteen (15) Utility Agreements for the relocation of existing utilities within the boundaries of the I-215 Bi-County HOV Gap Closure and the Newport Road Overcrossing Projects, as identified in Table 1. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the form of the agreements.

17. Interstate 15 (I-15)/Ranchero Road Interchange and Frontage Roads Pg. 194

1. Approve the I-15/Ranchero Road Interchange Project Plans, Specifications, and Estimates (PS&E), and the frontage roads packages.

2. Authorize the Director of Project Delivery to advertise Invitation for Bids (IFB) No. C13001 in June 2012, to obtain construction bids for the I-15/Ranchero Road Interchange and frontage roads project.

3. Authorize staff to proceed directly to the Board without prior Mountain Desert Committee approval for the award of Construction Contract No. C13001. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on May 18, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item as to form.

Consent Calendar Continued....

Notes/Actions:

Project Development (Cont.)

18. Interstate 215 (I-215) North Segment 1 Right-of-Way Cooperative Agreement Amendment Pg. 196

Approve Amendment No. 3 to Cooperative Agreement No. A04060 with Caltrans for the right-of-way work in Segment 1 of the I-215 corridor through the City of San Bernardino to extend the termination date to June 30, 2014. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement amendment as to form.

19. Interstate 215 (I-215) North Segment 3 Construction Cooperative Agreement Amendment Pg. 202

Approve Amendment No. 2 to Cooperative Agreement No. C07130 with Caltrans for the construction work on Segment 3 of the I-215 corridor through the City of San Bernardino to extend the termination date to June 30, 2014 with no financial impact. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement amendment as to form.

20. Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project Pg. 208

1. Approve Agreement No. C12231 and the Bill of Sale for the purchase of 76 credit acres of mitigation credits from Vulcan Materials Company at a net unit cost of $175,000 per acre for a total cost of $13,300,000 to satisfy U.S. Fish & Wildlife Service (USFWS) and California Department of Fish & Game (CDFG) mitigation requirements for the I-15/I-215 Devore Junction Goods Movement Project.

2. Approve acceptance of a charitable contribution defined as the value difference between market value for the credits and the cash purchase price, for a total of $5,700,000.

3. Approve an increase of $13,300,000 in the SANBAG Fiscal Year 2011/2012 budget for Task No. 0880, using Measure I 2010-2040 Cajon Pass revenue. **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on April 12, 2012, and the Mountain/Desert Committee on May 18, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement as to form.

Notes/Actions:

Consent Calendar Continued....

Project Development (Cont.)

21. Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project Pg. 217

1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" of this agenda item, copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the I-15/I-215 Devore Interchange Reconstruction Project as listed in Attachment "A" in a not to exceed aggregate total of $3,000,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the required properties identified in Attachment "A" for construction of the I-15/I-215 Devore Interchange Reconstruction Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012, and the Mountain Desert Committee on May 18, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

22. Amendment to Contract with Best, Best & Krieger LLP Pg. 241

Approve Amendment No. 11 to Contract No. 05-016 with Best, Best & Krieger (BB&K), Attorneys at Law, to provide legal services for the Colonies lawsuit and the Cactus Basin Flood Control Channel lawsuit through the Colonies lawsuit trial under the direction of the Legal Ad Hoc Committee. **Garry Cohoe**

This item was reviewed and recommended for approval by the Legal Ad Hoc Committee on May 1, 2012.

Transit/Commuter Rail

23. Morongo Basin Transit Authority's (MBTA) 2012 Comprehensive Operational Analysis (COA) Pg. 244

Receive and file MBTA's 2012 COA Final Report. **Nancy Strickert**

This item was received and filed by the Commuter Rail and Transit Committee on May 17, 2012.

Notes/Actions:

Consent Calendar Continued....

Transit/Commuter Rail (Cont.)

24. Feasibility Study for the possible consolidation of the Victor Valley Transit Authority (VVTA), Barstow Area Transit (BAT) and Needles Area Transit (NAT) Pg. 255

Approve Contract No. C12255 between VVTA and SANBAG in the amount of $50,000 for the completion of a feasibility study to examine the consolidation of transit operators VVTA, BAT and NAT. **Nancy Strickert**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on May 17, 2012. This item was reviewed and approved as to form by the Contracts Manager and SANBAG's Legal Counsel.

Transportation Programs & Fund Administration

25. Bicycle Project and Funding Update Pg. 264

Receive information on project development and funding for bicycle projects in San Bernardino County. **Steve Smith**

This item was reviewed by the Plans and Programs Committee on May 16, 2012.

26. Allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for Fiscal Year (FY) 12/13 Pg. 272

Adopt Resolution 13-001 authorizing the allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for FY 12/13. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 9, 2012. This item has been reviewed and approved as to form by SANBAG General Counsel.

DISCUSSION ITEMS

Program Support/Council of Governments

27. State Legislative Update Pg. 276 10 Min.

Receive Presentation from SANBAG's State Advocate Mark Watts. **Eric Haley**

This item has not had prior policy committee review.

Discussion Items Continued.....

Notes/Actions:

Administrative Matters

28. Election of SANBAG Officers for 2012/2013 Pg. 281

Conduct election for President and Vice President of the SANBAG Board of Directors for 2012/2013. **Duane Baker**

The date of this election was set at the May Board of Directors meeting. This item is consistent with agency bylaws and past practice.

29. Report of the Measure I Independent Taxpayer Oversight Committee Pg. 286 10 Min.

Receive the findings of the Independent Taxpayer Oversight Committee (ITOC) on the consistency of Measure I expenditures for Fiscal Year 2010/2011 with the provisions of the Measure I Expenditure Plan. **Duane Baker**

This item has not received prior policy committee review.

30. Inland Empire Annual Survey Pg. 288 10 Min.

Receive report on results of the 2012 Inland Empire Annual Survey and provide direction to SANBAG staff, if required. **Jane Dreher**

This item has not received prior policy committee review.

31. SANBAG 2012/2013 Proposed Budget Pg. 290

1. Conduct the Public Hearing for the proposed Fiscal Year 2012/2013 budget; and

2. Adopt the SANBAG Fiscal Year 2012/2013 budget which includes appropriation and estimated revenue amendments presented at the Administrative Committee Meeting held in conjunction with the budget workshop on May 9, 2012. **William Stawarski**

This item was reviewed by the Administrative Committee on May 9, 2012, in conjunction with the Board of Directors Budget Workshop. All five of the SANBAG policy committees have reviewed task descriptions and budgets for activities under their purview.

32. Appropriations Limitation for Fiscal Year 2012/2013 Pg. 294

Adopt Resolution 13-002 to establish an appropriations limit at $946,247,341. **William Stawarski**

This item was not available for review by the Administrative Committee on May 9, 2012; therefore, the Committee approved bringing this item directly to the Board of Directors on June 6, 2012, in conjunction with the adoption of the Fiscal Year 2012/2013 budget.

Notes/Actions:

Discussion Items Continued.....

Transit/Commuter Rail

33. **Memorandum of Understanding (MOU) C12254 with the Southern California Regional Rail Authority (SCRRA) for the Design and Construction Support for the Eastern Maintenance Facility (EMF) and Downtown San Bernardino Passenger Rail Project (DSBPRP)** Pg. 297

Approve in concept as set forth herein, Contract No. C12254, an MOU for a not-to-exceed amount of $225,000, between the SCRRA and SANBAG for the design review and construction support for the expansion of EMF and the DSBPRP. **Mitch Alderman**

This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on May 17, 2012. This MOU is being finalized between the parties and will be presented for approval to the SANBAG Board of Directors. SANBAG Legal Counsel and Contracts Manager are in the process of reviewing this MOU with SCRRA and SANBAG Staff.

34. **Award Construction Contract No. C12217 for the Southern California Regional Rail Authority Eastern Maintenance Facility.** Pg. 300

1. Award Construction Contract No. C12217 to Los Angeles Engineering, Inc., the lowest responsive, responsible bidder for the Southern California Regional Rail Authority Eastern Maintenance Facility in the Not-To-Exceed amount of $10,110,765.10.

2. Approve Allowances/Contingency for Contract No. C12217 $505,538.25 and authorize the Executive Director, or designee to release contingency as necessary for the completion of the project. **Mitch Alderman**

A related item was approved by the Commuter Rail and Transit Committee on May 17, 2012. SANBAG Legal Counsel and Contracts Manager are currently reviewing the contract as to form.

35. **High Speed Rail (HSR) Memorandum of Understanding (MOU) C12197** Pg. 342

Delegate authority to the Commuter Rail and Transit Committee to approve an amended MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies in substantially the form attached, and at such time the revised MOU and attachments are finalized and have been reviewed and approved by SANBAG General Counsel. **Mitch Alderman**

This item was discussed at the Commuter Rail and Transit Committee meeting on May 17, 2012.

Notes/Actions:

Discussion Items Continued.....

Project Development

36. Amendment No. 1 to Interstate 15 (I-15)/Ranchero Road Interchange Cooperative Agreement Pg. 347

Approve Amendment No. 1 to Cooperative Agreement No. C12226 with the State of California Department of Transportation District 8 (Caltrans) for construction of the I-15/Ranchero Road Interchange Improvement Project revising the Funding Summary as shown by Attachment "A". **Garry Cohoe**

This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on May 18, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this Agreement as to form.

Other Matters

37. Consent Calendar Items Pulled for Discussion

Items pulled from the consent calendar shall be taken under this item in the order they were presented on the calendar.

Comments from Board Members

Brief Comments from Board of Directors

Public Comment

Brief Comments by the General Public

ADJOURNMENT

Additional Information

Agency Reports/Committee Memberships
South Coast Air Quality Management Report Pg. 356
Mayor Dennis Yates
Mobile Source Air Pollution Reduction Review Committee Pg. 358
Council Member Gwenn Norton-Perry

SCAG Committees Pg. 367
SCAG Regional Council
SCAG Policy Committees
Community, Economic and Human Development
Energy and Environment
Transportation and Communications

SANBAG Policy Committees Pg. 368
Acronym List Pg. 374

Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Meeting Procedures
The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility
The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

Agendas – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting. Complete packages of this agenda are available for public review at the SANBAG offices and our website: www.sanbag.ca.gov. Staff reports for items may be made available upon request. For additional information call (909) 884-8276.

Agenda Actions – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

Closed Session Agenda Items – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

Public Testimony on an Item – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the SANBAG Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item when an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

Agenda Times – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

Public Comment – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. The time limits established in "Public Testimony on any Item" still apply.*

Disruptive Conduct – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*

SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Question.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.

Adopted By SANBAG Board of Directors January 2008

Important Dates to Remember...
June 2012

SANBAG Meetings – Scheduled:			
Administrative Committee	June 13	9:00 am	The Super Chief
Mountain/Desert Committee	June 15	9:00 am	Town of Apple Valley
Plans and Programs Committee	June 20	12:00 noon	The Super Chief
Major Projects Committee	June 21	9:00 am	The Super Chief
Commuter Rail & Transit Committee	June 21	12:00 noon	The Super Chief

Other Meetings/Events:			
Gary Moon Memorial Interchange Dedication, I-215/SR-210 Connectors	June 8	10:00 am	2700 Little Mountain Dr. San Bernardino
SANBAG General Assembly	June 14	8:00 am-2:00 pm	Doubletree Hotel, Ontario

For additional information, please call SANBAG at (909) 884-8276

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: June 6, 2012

Subject: Information Relative to Possible Conflict of Interest

Recommendation**: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than $250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Closed Session #1 – Conference with Legal Counsel – Existing Litigation

PARCEL	POTENTIAL CONFLICTS OF INTEREST
B-235/237	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company
B-239	ORANGE SHOW ROAD PROPERTIES, LLC, a California limited liability company; SB OIL, INC., a California corporation
B-243	WORLD OIL MARKETING COMPANY, a California corporation (Officers/Directors: Bernard B. Roth; Toshiko G. Chan; Robert S. Roth; Florence Roth; Richard N. Roth; Steven F. Roth)

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	

Check all that apply.

BRD1206z-aa

PARCEL	POTENTIAL CONFLICTS OF INTEREST
B-245	F & C JARA PROPERTIES FOURTH LIMITED PARTNERSHIP, a California limited partnership; THE JARA MEXICAN FOOD, INC., a Nevada corporation, dba PANCHO VILLA'S RESTAURANT MEXICAN GRILL (Officers/Directors: Francisco J. Jara; Carmen Y. Jara)
C-2	VICKY L. THOMAS, TRUSTEE OF THE VICKY L. THOMAS TRUST
C-18/20/22	EL TORITO RESTAURANTS, INC., a California corporation (Officers/Directors: Richard Edwin Rivera; Madelaine Louise Morrow; Richard Paul Dutkiewicz)
C-33	RAFAAT RYAD LUGA, an individual, dba M&J Union 76
C-39/40/44/45/ 46/47/48/49/50/ 51/52/57/58	RANCON REALTY FUND IV & V, California limited partnerships (Members: Daniel Lee Stephenson); RANCON REALTY FUND IV & V SUBSIDIARY LLC, Delaware limited liability companies (Officers/Directors: John H. Brink); SWH CORPORATION, a California corporation, dba MIMI'S CAFÉ (Officers/Directors: Timothy J. Pulido; Roger H. Tefft; Toan (aka Tom) Nguyen; Donald J. Radkoski; Tod P. Spornhauer; Steven A. Davis); TRI-CITY CORPORATE CENTRE MAINTENANCE ASSOCIATION NO.1, a suspended California non-profit mutual benefit corporation
C-71	COSTCO WHOLESALE CORPORATION, a Washington corporation (Officers: Walter Craig Jelinek; Joel Benoliel; Richard A. Galanti)

Closed Session #2 – Conference with Real Property Negotiators

PARCEL	POTENTIAL CONFLICTS OF INTEREST
C-62/64/66/68/ 70/72	TIPPECANOE NORTHPOINTE, LLC, a California limited liability company (Officers/Directors: Frank J. Mistretta Jr.); PANERA BREAD

Consent/Discussion Calendar Items

Item No.	Contract No.	Principals & Agents	Subcontractors
9	C12193	McGladrey LLP *Jeffrey Altshuler*	
11	C05002-03	AT&T Mobility *Larry Lafferty*	N/A
12	C09197-01	Paladin Investigative Services *Ron DeLaby*	N/A

Item No.	Contract No.	*Principals & Agents*	Subcontractors
14	C12005-01	Professional Communications Network *Jeff White*	N/A
16	C12199 C12200 C12201 C12249 C12250	Southern California Edison	None
16	C12204 C12251	Southern California Gas Company	None
16	C12205	City of Colton Electric	None
16	C12206	City of Colton Sewer	None
16	C12207	City of Colton Water	None
16	C12208	Riverside Public Utilities – Electric	None
16	C12209	Kinder Morgan Energy Partners	None
16	C12210	Sprint	None
16	C12211	Riverside Highland Water Company	None
16	C12252	Verizon	None
20	C12231	Vulcan Materials Company *Michael Linton*	None
21	APN# 0349-152-09 0349-145-07 0349-143-17 0349-143-18 0349-111-18 0349-152-11 0349-143-29 0348-132-07 0348-132-02 0348-132-01 0349-102-07 0349-102-08 0349-062-31 0349-062-46 0349-062-33	 Kevin & Becky Jinbo Leo A. & Ellen Schulte Schulte Family Trust Joseph R. & Linda P. Denton Joseph A. & Lezlie J. Martin Arnulfo G. & Emilee A. Alcantara Gary M. & Robin L. Kukura Christiansen Family Trust 11-20-02 Bakeman Family Trust Ruth H. Jones Mark & Kim Hubbard Arlie R. & L. Elaine Hubbard Trust 2006 C/O Arlie R. & L. Elaine Hubbard Trustees Mathews Family Trust 5-6-99 " " " " " " " "	None

Item No.	Contract No.	*Principals & Agents*	Subcontractors
22	C05016-11	Best, Best & Krieger *Kendall MacVey* *Steven DeBaun*	None
34	C12217	Los Angeles Engineering, Inc. *Aaron O'Brian*	Patterson Co. Pacific Coast Steel Pacific Waterproofing & Restoration Blue Iron Curtis Drilling Geo-Cell Solutions Coreslab Structures Hanson Co. Harber Co. Hardy & Harper H & H Engineering & Construction Dugan Construction LNA Concrete Structures

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X	X	X	X							
Brad Mitzelfelt Board of Supervisors	X	X		X	X							
Janice Rutherford Board of Supervisors	X	X	X	X	X							
Josie Gonzales Board of Supervisors	X	X		X	X							
Neil Derry Board of Supervisors	Self-Suspension as of 5/3/2011	X	X	X	X							
Cari Thomas City of Adelanto	X	X	X	X	X							
Rick Roelle Town of Apple Valley	*	X	X / *	X	X							
Julie McIntyre City of Barstow	X	X	X		X							
Bill Jahn City of Big Bear Lake	X	X	X	X	X							
Dennis Yates City of Chino	X	X	X	X	X							
Ed Graham City of Chino Hills	X	X	X	X	X							
Sarah Zamora City of Colton	X	*	X	X	X							
Michael Tahan City of Fontana	X	X		X	X							
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X							
Mike Leonard City of Hesperia	X	X	X	X	X							

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD – 2012

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X							
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X							
Paul Eaton City of Montclair	X	X	X		X							
Edward Paget City of Needles	X	X	X	X	X							
Alan Wapner City of Ontario	X	X	X / *	X	X							
L. Dennis Michael City of Rancho Cucamonga	X	X	X	*	X							
Pete Aguilar City of Redlands	X	X	X	X	X							
Ed Scott City of Rialto	X	X	X	X	X							
Patrick Morris City of San Bernardino	X	X	X	X	X							
Jim Harris City of Twentynine Palms	X	X	X	X	X							
Ray Musser City of Upland	X	X	X	X	X							
Ryan McEachron City of Victorville	X	X		X	X							
Dick Riddell City of Yucaipa	X	X	x	X	X							
George Huntington Town of Yucca Valley	X	X	X	X	X							
Ray Wolfe Ex-Official Member	X	X	X	X								
Syed Raza Ex-Official Member					X							

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Paul Eaton City of Montclair	X	X	X	X		X	X	X			X	X	X	X
Edward Paget City of Needles	X	X	X	X	X	X	X	X	X	X	X		X	X
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X	*	X	X	*	X	X
Diane Williams City of Rancho Cucamonga	X	X												
L. Dennis Michael City of Rancho Cucamonga			X	*	X	X	X	X	X	X	X		X	X
Jon Harrison City of Redlands	X	*	X	X	X	*								
Pete Aguilar City of Redlands							X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	*	X	X		X	X		X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X	X		X	X	X	X	X		X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X			X
John Pomierski City of Upland	X	X												
Ray Musser City of Upland			X	X	X	X	X		X	X	X	*	X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	X	X	X	X		X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X	X
George Huntington Town of Yucca Valley	X	X	X	X	X	*	X	X	X	X	X		X	
Ray Wolfe Ex-Official Member	X	X	Basem Muallem	Basem Muallem	X	X	X	Basem Muallem	X	Basem Muallem	X			Basem Muallem

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting Crossed out box = not a Board Member at the time.

BOARD OF DIRECTORS ATTENDANCE RECORD - 2011

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Special Nov 10 Mtg.	Special Nov 16 Mtg.	Dec
Gary Ovitt Board of Supervisors	X		X	X		X	X	X	X					X
Brad Mitzelfelt Board of Supervisors	X	X	X	X	X	X	X	X		X	X		X	X
Janice Rutherford Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X			X
Josie Gonzales Board of Supervisors	X		X	X	X		X	X		X	X	X		X
Neil Derry Board of Supervisors	X	X	X	X	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011	Self-Suspension as of 5/3/2011
Cari Thomas City of Adelanto	X	X	X	X	X	X		X	X	X	X			X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	*	X		X	X
Julie McIntyre City of Barstow	X	X	X			X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X		X	X	X		X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X	X	X		X	X
Ed Graham City of Chino Hills	X	X	X	X	X	X	*	X	X	X	X	X	X	
David Zamora City of Colton	X	X	X	X	X	X	X	*						
Sarah Zamora City of Colton									X	X	X			X
John Roberts City of Fontana	X													
Michael Tahan City of Fontana		*	*	X	X	X	X	X	X	X	X		*	X
Walt Stanckiewitz City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mike Leonard City of Hesperia	X		X	X	X	X	X	X	*	*	X	X	X	
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	X	X	X	X	X	X

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: June 6, 2012

Subject: April 2012 Procurement Report

Recommendation:* Receive April 2012 Procurement Report.

Background: The Board of Directors adopted the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997 and approved the last revision on October 6, 2010. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of $50,000. All procurements for supplies and services approved by the Executive Director, or designee, in excess of $5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of $5,000 to be reported to the the Board of Directors for the month of April 2012.

Financial Impact: This item imposes no impact on the fiscal year 2011/2012 budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

Reviewed By: This item was reviewed by the Administrative Committee on May 9, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1206a-ws

April 2012 Report of Purchase Orders

PO No.	PO Issue Date	Vendor	Purpose	Amount
4000806	4/4/12	Mailfinance, Inc.	Postage Meter Equipment Lease for 60 months commencing on May 1, 2012. Vendor is pre-approved from San Bernardino County's list.	$20,250.00
4000812	3/28/12	California Highway Patrol (CHP)	CHP traffic control services will be provided within the city limits of Victorville and Hesperia including the Nisqualli Road exit overcrossing the Interstate 15 between the exits of Bear Valley and Palmdale Road. The traffic control service to be performed by CHP is currently part of supplemental funds included with La Mesa/Nisqualli Interchange Project.	$50,000.00
4000813	4/17/12	Michelle Kirkoff Consulting (MK Consulting)	Currently MK Consulting has a purchase order #4000736 for $24,833 with SANBAG for Design and Development of Vanpools within San Bernardino County. Ft. Irwin has expressed interest in the vanpool program in addition to other mobility services. It is cost effective and time efficient to have one person coordinate with Ft. Irwin, VVTA, and SANBAG on related mobility services. This will resolve a time constraint issue since Ft. Irwin will stop offering mobility services to staff/military personnel in May. The goal of Ft. Irwin, VVTA, and SANBAG staff is to provide alternatives either through VVTA fixed route service, vanpool or some other type of mobility service in a smooth and timely fashion to the Ft. Irwin users.	$5,000.00
4000775	4/17/12	BNSF Railway Company	BNSF will provide on call flagging services for the Redlands Passenger Rail Project.	$5,000.00
4000815	4/26/12	TH Enterprises Inc.	Purchase of a HP Proliant DL360 G7 Server with a Quad Core Xeon/2.4 ghz processor, redundant power supplies, DVVD, 12 Gig RAM, four 300-gigavyte hard drives in RAID-5 array, gigabit network cards and a 3 hear manufacturer's warranty. Installation, tax, and shipping costs included in the cost. TH Enterprises shall sell to SANBAG, at the option and upon specific authorization by SANBAG, computer hardware and third party software at cost plus 10%.	$7,162.03
Note: Sole Source justification is noted in the Purpose statement, if applicable.			**Total**	**$87,412.03**

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 4

Date: June 6, 2012

Subject: Budget to Actual Report for second quarter ending December 31, 2011

Recommendation:* Receive and file Budget to Actual Report for second quarter ending December 31, 2011.

Background: SANBAG's Budget for Fiscal Year 2011/2012 for new activity was adopted by the Board of Directors on June 1, 2011. This report provides a summary of program activity and task activity compared to budget. Budgetary information includes the original and revised budgets, and year to date expenditures.

Financial Impact: This item reports the status of expenditures against budget and imposes no financial impact on the Fiscal Year 2011/2012 Budget.

Reviewed By: This item was received by the Administrative Committee on May 9, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1206c-ws
Attachment: BRD1206c1-ws

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - December 2011
Fiscal Year 2011/2012

AIR QUALITY & TRAVELER SERVICES PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0102	Air Quality Activities	140,177	-	-	140,177	47,535	92,642	33.91%
0406	Rideshare Management	2,106,653	25,000	600	2,132,253	388,562	1,743,691	18.22%
0702	Call Box System	1,720,467	-	159,950	1,880,417	350,107	1,530,310	18.62%
0704	Freeway Service Patrol/State	1,813,207	-	231,045	2,044,252	713,906	1,330,346	34.92%
0706	Intelligent Transportation Systems	96,820	-	-	96,820	7,218	89,602	7.46%
0812	Clean Fuels Implementation	4,990,148	-	11,403,503	16,393,651	19,988	16,373,663	0.12%
TOTAL AIR QUALITY & TRAVELER SERVICES PROGRAM		**10,867,472**	**25,000**	**11,795,098**	**22,687,570**	**1,527,316**	**21,160,254**	**6.73%**

TRANSPORTATION PLANNING & PROGRAMMING PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0110	Regional Transportation Planning	180,599	-	-	180,599	112,056	68,543	62.05%
0111	Freight Movement Planning	118,921	-	-	118,921	20,206	98,715	16.99%
0112	Growth Forecasting & Planning	152,844	-	-	152,844	21,928	130,916	14.35%
0202	Transportation Modeling & Forecasting	184,083	-	53,478	237,561	61,801	175,760	26.01%
0203	Congestion Management	131,271	-	-	131,271	70,001	61,270	53.33%
0213	High Desert Corridor Studies	21,856	-	-	21,856	2,867	18,989	13.12%
0373	Federal/State Fund Administration	890,576	-	-	890,576	289,957	600,619	32.56%
0404	Subregional Transportation Planning	291,764	-	-	291,764	96,426	195,338	33.05%
0409	Data Development & Management	228,129	-	-	228,129	131,415	96,714	57.61%
0500	Transportation Improvement Program	237,447	-	-	237,447	101,884	135,563	42.91%
0526	Subregional Transportation Monitoring	49,073	-	-	49,073	5,410	43,663	11.02%
0609	Strategic Planning/Delivery Planning	427,909	-	16,000	443,909	192,028	251,881	43.26%
0701	Valley Signal Coordination	2,204,486	1,050,000	2,348,588	5,603,074	2,158,162	3,444,912	38.52%
0941	Mt./Desert Planning & Project Development	221,668	-	-	221,668	94,681	126,987	42.71%
TOTAL TRANSPORTATION PLANNING & PROGRAMMING PROGRA		**5,340,626**	**1,050,000**	**2,418,066**	**8,808,692**	**3,358,822**	**5,449,870**	**38.13%**

MAJOR PROJECT DELIVERY PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0815	Measure I Program Management	6,053,511	(507,464)	303,904	5,849,951	1,589,345	4,260,606	27.17%
0817	SR-60 Sound Wall	945,754	-	36,576	982,330	20,517	961,813	2.09%
0819	Hwy 62 & Rotary Way Traffic Signal Project	-	450,000	-	450,000	-	450,000	0.00%
0820	SR 210 Final Design	205,388	-	151,821	357,209	18,676	338,533	5.23%
0822	SR 210 Right of Way Acquisition	2,085,045	-	269,127	2,354,172	539,475	1,814,697	22.92%
0824	SR 210 Construction	8,922,958	18,000	4,661,934	13,602,892	3,414,426	10,188,466	25.10%
0825	I-10 Corridor Project Development	1,979,255	-	1,274,705	3,253,960	179,909	3,074,051	5.53%
0826	I-10 Citrus/Cherry Interchanges	42,396,327	-	4,929,102	47,325,429	112,802	47,212,627	0.24%
0830	I-215 San Riv Project Development	16,758	-	-	16,758	-	16,758	0.00%
0834	I-215 Final Design	276,160	-	192,251	468,411	36,616	431,795	7.82%
0836	I-215 Right of Way Acquisition	4,123,124	-	2,560,096	6,683,220	119,568	6,563,652	1.79%
0838	I-215 Construction	45,115,858	560,000	17,697,240	63,373,098	15,022,319	48,350,779	23.70%
0839	I-215 Bi- County HOV Gap Closure Project	8,725,178	-	576,595	9,301,773	416,495	8,885,278	4.48%
0840	I-215 Barton Road Interchange	840,597	-	5,935	846,532	161,988	684,544	19.14%
0841	I-10 Riverside Interchange	5,625,035	-	8,314,117	13,939,152	9,184,512	4,754,640	65.89%
0842	I-10 Tippecanoe Interchange	5,980,901	1,866,439	6,488,967	14,336,307	773,310	13,562,997	5.39%
0843	I-10 Live Oak Canyon	-	-	8,653	8,653	8,653	-	100.00%

Budget to Actual Report: July 2011 - December 2011
Fiscal Year 2011/2012

0845	Mt. Vernon/Washington Interchange	345,004	-	338,060	683,064	12,044	671,020	1.76%
0850	Alternative Project Financing	3,127,299	-	29,400	3,156,699	51,258	3,105,441	1.62%
0862	I-10 Westbound Lane Addition - Yucaipa	6,042,662	-	6,046,638	12,089,300	4,449,305	7,639,995	36.80%
0869	Glen Helen Parkway Grade Separation	6,144,418	-	-	6,144,418	1,908,818	4,235,600	31.07%
0870	Hunts Lane Grade Separation	14,143,498	18,191,215	634,652	32,969,365	924,505	32,044,860	2.80%
0871	State St./University Parkway Grade Separation	350,956	1,291	-	352,247	143	352,104	0.04%
0874	Palm Avenue Grade Separation	7,000,602	1,507,464	3,022,429	11,530,495	604,270	10,926,225	5.24%
0875	Main Street Grade Separation	50,000	-	-	50,000	-	50,000	0.00%
0876	South Milliken Avenue Grade Separation	5,713,901	-	764,598	6,478,499	1,255	6,477,244	0.02%
0877	Vineyard Avenue Grade Separation	7,347,188	-	24,586	7,371,774	1,280	7,370,494	0.02%
0879	Colton Crossing BNSF/UPRR Grade Separation	36,495,511	44,688	-	36,540,199	68,945	36,471,254	0.19%
0880	I-15/I-215 Devore Interchange	12,098,571	(560,000)	9,800	11,548,371	646,899	10,901,472	5.60%
0881	Lenwood Avenue Grade Separation	6,465,500	37,250	413,568	6,916,318	594,935	6,321,383	8.60%
0882	North Milliken Avenue Grade Separation	26,649,224	-	12,004,553	38,653,777	10,153,052	28,500,725	26.27%
0883	SR 210 Pepper Avenue Interchange	813,252	-	800,000	1,613,252	151,518	1,461,734	9.39%
0884	Laurel Avenue Grade Separation	7,563,452	760,873	53,125	8,377,450	802,148	7,575,302	9.58%
0885	9th Street Rail Improvements	104,437			104,437	2,278	102,159	2.18%
0886	Colton Quiet Zone Project	2,442,707	-	-	2,442,707	161,602	2,281,105	6.62%
0887	SR 210 Lane Addition	1,045,061			1,045,061	-	1,045,061	0.00%
0888	I-15 La Mesa/Nisqualli Interchange	6,000,000	12,131,247	23,809	18,155,056	163,398	17,991,658	0.90%
0889	Yucca Loma Bridge	4,300,000			4,300,000	3,480	4,296,520	0.08%
0960	2009 A Sales Tax Revenue Note	261,335,100	-	-	261,335,100	-	261,335,100	0.00%
0965	2012 A Sales Tax Revenue Bond	-	-	-	-	-	-	0.00%
TOTAL MAJOR PROJECT DELIVERY PROGRAM		**548,870,192**	**34,501,003**	**71,636,241**	**655,007,436**	**52,299,744**	**602,707,692**	**7.98%**

TRANSIT & PASSENGER RAIL PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0309	General Transit	309,401	-		309,401	86,637	222,764	28.00%
0315	Omnitrans	3,976,523	3,304,213	4,433,798	11,714,534	2,885,285	8,829,249	24.63%
0316	Barstow-County- Transit	49,710	141,900	70,069	261,679	1,676	260,003	0.64%
0317	Victor Valley Transit	107,223	633,950	-	741,173	173,055	568,118	23.35%
0318	Morongo Basin Transit	52,913	143,850	-	196,763	93,387	103,376	47.46%
0319	Social Service Transportation Plan	448,315	-	200,000	648,315	90,932	557,383	14.03%
0320	Needles Transit	21,202	12,450	-	33,652	480	33,172	1.43%
0321	Mountain Area Transit	60,727	88,400	86,809	235,936	43,205	192,731	18.31%
0352	General Commuter Rail	573,308	-	76,326	649,634	104,504	545,130	16.09%
0377	Commuter Rail Operating Expenses	10,417,103	1,518,106	287,712	12,222,921	5,195,751	7,027,170	42.51%
0379	Commuter Rail Capital Expenses	-	(1,229,799)	12,118,946	10,889,147	1,617,872	9,271,275	14.86%
0380	Redlands Rail Extension	15,171,583	2,000,000	-	17,171,583	3,834,305	13,337,278	22.33%
0381	Gold Line Phase II	265,451	-	-	265,451	6,375	259,076	2.40%
0382	San Bernardino Transit Center	-	8,943,261	-	8,943,261	4,209	8,939,052	0.00%
0501	Federal Transit Act Programming	24,545	-	14,083	38,628	16,514	22,114	42.75%
TOTAL TRANSIT & PASSENGER RAIL PROGRAM		**31,478,004**	**15,556,331**	**17,287,743**	**64,322,078**	**14,154,187**	**50,167,891**	**22.01%**

ATTACHMENT 1

San Bernardino Associated Governments
Budget to Actual Report: July 2011 - December 2011
Fiscal Year 2011/2012

TRANSPORTATION FUND ADMINISTRATION PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0502	TDA Administration	598,599	44,000	26,505	669,104	93,855	575,249	14.03%
0504	Measure I Administration	360,851	56,972		417,823	119,417	298,406	28.58%
0506	Local Transportation Fund	52,977,596	-	64,387,308	117,364,904	-	117,364,904	0.00%
0507	State Transit Assistance Fund	6,900,000	-	36,732,954	43,632,954	-	43,632,954	0.00%
0513	Measure I Valley Senior & Disabled	5,300,000	1,750,250	-	7,050,250	2,566,027	4,484,223	36.40%
0515	Measure I Valley Apportionment & Allocation	8,541,550	-	4,568,426	13,109,976	347,587	12,762,389	2.65%
0610	Measure I 2010-2040 Project Advancement	10,889,226	-	-	10,889,226	4,308,637	6,580,589	39.57%
0615	Measure I Local Stimulus	-	(775,975)	17,359,597	16,583,622	1,883,628	14,699,994	11.36%
0918	Measure I Local Pass-through	31,001,230		-	31,001,230	12,818,552	18,182,678	41.35%
TOTAL TRANSPORTATION FUND ADMINISTRATION PROGRAM		**116,569,052**	**1,075,247**	**123,074,790**	**240,719,089**	**22,137,703**	**218,581,386**	**9.20%**

GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM

TASK#	TASK DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	TASK BALANCE	% OF BUDGET EXPENDED
0104	Intergovernmental Relations	365,865	-	-	365,865	112,335	253,530	30.70%
0490	Council of Governments New Initiatives	125,854	31,970	446,636	604,460	14,429	590,031	2.39%
0503	Legislation	647,827	17,500	-	665,327	209,749	455,578	31.53%
0601	County Transportation Commission-General	454,052	-	-	454,052	204,436	249,616	45.02%
0605	Publications & Public Outreach	509,237	-	-	509,237	155,683	353,554	30.57%
0805	Building Operations	81,039	-	14,392	95,431	8,793	86,638	9.21%
0806	Building Improvements	18,272	-	-	18,272	316	17,956	1.73%
0942	Financial Management	713,834	-	402,548	1,116,382	121,892	994,490	10.92%
TOTAL COUNCIL OF GOVERNMENTS SUPPORT PROGRAM		**2,915,980**	**49,470**	**863,576**	**3,829,026**	**827,633**	**3,001,393**	**21.61%**
GRAND TOTAL ALL PROGRAMS		**716,041,326**	**52,257,051**	**227,075,514**	**995,373,891**	**94,305,405**	**901,068,486**	**9.47%**

CONSOLIDATED BY PROGRAM

PROGRAM DESCRIPTION	ORIGINAL BUDGET	AMENDMENTS	ENCUMBRANCES	REVISED BUDGET	EXPENDITURES	PROGRAM BALANCE	% OF BUDGET EXPENDED
AIR QUALITY & TRAVELER SERVICES PROGRAM	10,867,472	25,000	11,795,098	22,687,570	1,527,316	21,160,254	6.73%
TRANSPORTATION PLANNING & PROGRAMMING PROGRAM	5,340,626	1,050,000	2,418,066	8,808,692	3,358,822	5,449,870	38.13%
MAJOR PROJECT DELIVERY PROGRAM	548,870,192	34,501,003	71,636,241	655,007,436	52,299,744	602,707,692	7.98%
TRANSIT & PASSENGER RAIL PROGRAM	31,478,004	15,556,331	17,287,743	64,322,078	14,154,187	50,167,891	22.01%
TRANSPORTATION FUND ADMINISTRATION PROGRAM	116,569,052	1,075,247	123,074,790	240,719,089	22,137,703	218,581,386	9.20%
GENERAL - COUNCIL OF GOVERNMENTS SUPPORT PROGRAM	2,915,980	49,470	863,576	3,829,026	827,633	3,001,393	21.61%
GRAND TOTAL ALL PROGRAMS	**716,041,326**	**52,257,051**	**227,075,514**	**995,373,891**	**94,305,405**	**901,068,486**	**9.47%**

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 5

Date: June 6, 2012

Subject: Policy 20001 - Post-Issuance Tax Compliance for Tax-Exempt Bonds

Recommendation:* Approve Policy 20001 - Post-Issuance Tax Compliance for Tax-Exempt Bonds

Background: Policy 20001 - Post-Issuance Tax Compliance for Tax-Exempt Bonds is to establish policies and procedures for tax-exempt bonds issued by SANBAG to ensure that the issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the bonds. A copy of "draft" Policy 20001 is attached for reference.

The policy includes the following main sections:

1. Purpose
2. Responsibility
3. Issuance Compliance Requirements
4. Role of The Issuer as Bond Issuer
5. Arbitrage Rebate and Yield
6. Use of Bond Proceeds
7. Recordkeeping Requirements

.Financial Impact: This item imposes no impact on the Fiscal Year 2011/2012 Budget.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG	X	CTC	X	CTA	X	SAFE	X	CMA

Check all that apply
BRD1206d-ws
Attachment: Draft Policy 20001

San Bernardino Associated Governments		Policy	20001
Adopted by the Board of Directors	Month Day, Year	Revised	Draft 5/9/12
Post-Issuance Tax Compliance for Tax-Exempt Bonds		Revision No.	0

Table of Contents

| Purpose | Responsibility | Issuance Compliance Requirements | Role of Issuer as Bond Issuer | Arbitrage Rebate and Yield | Use of Bond Proceeds | Recordkeeping Requirements | Revision History |

I. PURPOSE

To establish policies and procedures for tax-exempt bonds ("bonds") issued by the San Bernardino County Transportation Authority ("Issuer") to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the bonds.

II. RESPONSIBILITY

The Chief Financial Officer (CFO) is responsible for all matters relating to Issuer financings and refinancings.

III. ISSUANCE COMPLIANCE REQUIREMENTS

A. External Advisors/Documentation – At/Before Issuance of Bonds

The CFO and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the bonds will continue to qualify for the appropriate tax status.

1. Those requirements and procedures shall be documented in an Issuer resolution(s), Tax Certificate(s), and/or other documents finalized at or before issuance of the bonds.
2. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the bonds.

B. External Advisors/Documentation – Following Issuance of Bonds

The CFO and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the bonds to ensure that all applicable post-issuance requirements are met.

1. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond-financed assets and future contracts with respect to the use of output or throughput of bond-financed assets.
2. Whenever necessary or appropriate, the Issuer shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of bond proceeds.

IV. ROLE OF THE ISSUER AS BOND ISSUER

Unless otherwise provided by Issuer documentation, unexpended bond proceeds shall be held by the Issuer, and the investment of bond proceeds shall be managed by the CFO.

The CFO shall maintain records and shall prepare regular periodic statements to the Issuer regarding the investments and transactions involving bond proceeds.

If Issuer documentation provides for bond proceeds to be administered by a trustee, the trustee shall provide regular periodic (monthly) statements regarding the investments and transactions involving bond proceeds.

V. ARBITRAGE REBATE AND YIELD

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of bonds:

1. The Issuer shall engage the services of a Rebate Service Provider, and the Issuer or the bond trustee shall deliver periodic statements on the investment of bond proceeds to the Rebate Service Provider on a prompt basis;
2. Upon request, the CFO and other appropriate Issuer personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
3. The CFO and other appropriate Issuer personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the bonds, and no later than 60 days after the last Bond of each issue is redeemed; and
4. During the construction period of each capital project financed in whole or in part by bonds, the CFO and other appropriate Issuer personnel shall monitor the investment and expenditure of bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the bonds.

The Issuer shall retain copies of all arbitrage reports and trustee statements as described in Para. VII. RECORDKEEPING REQUIREMENTS.

VI. USE OF BOND PROCEEDS

The CFO and other appropriate Issuer personnel shall:

1. Monitor the use of bond proceeds, the use of bond-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of bond-financed assets throughout the term of the Bonds (and in some cases beyond the term of the bonds) to ensure compliance with covenants and restrictions set forth in applicable Issuer documentation and Tax Certificates;
2. Maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of bonds;
3. Consult with Bond Counsel and other professional expert advisers in the review of any contracts or arrangements involving use of bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Issuer documentation and Tax Certificates;
4. Maintain records for any contracts or arrangements involving the use of bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Issuer documentation and Tax Certificates; and
5. Meet at least annually with personnel responsible for bond-financed assets to identify and discuss any existing or planned use of bond-financed, assets or output or throughput of bond-financed assets, to ensure that those uses are consistent with all covenants and restrictions set forth in applicable Issuer documentation and Tax Certificates.

VII. RECORDKEEPING REQUIREMENTS

All relevant records and contracts shall be maintained as described in this section.

Unless otherwise specified in applicable Issuer documentation or Tax Certificates, the Issuer shall maintain the following documents for the term of each issue of bonds (including refunding bonds, if any) plus at least three years:

1. A copy of the bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of bonds;
2. A copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with bond proceeds

and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds;

3. A copy of all contracts and arrangements involving private use of bond-financed assets or for the private use of output or throughput of bond-financed assets; and
4. Copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

VIII. REVISION HISTORY

Revision No.	Revisions	Adopted
0	Adopted.	MM/DD/YYYY

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 6

Date: June 6, 2012

Subject: Authorized Signers with Community Bank

Recommendation:* Authorize Executive Director, Chief Financial Officer, and Director of Management Services as Authorized Signers of all accounts with Community Bank.

Background: SANBAG currently banks with Community Bank. Community Bank requires formal authorization from SANBAG's Board of Directors to authorize Executive Director, Chief Financial Officer, and Director of Management Services as authorized signer of all accounts with Community Bank.

Financial Impact: This item imposes no financial impact.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012.

Responsible Staff: William Stawarski, Chief Financial Officer

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1206f-ws

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 7

Date: June 6, 2012

Subject: Director of Fund Administration and Programming Position

Recommendation:* Approve the job description and salary range for the new Director of Fund Administration and Programming.

Background: On January 4, 2012, the SANBAG Board of Directors approved the creation of a Fund Administration and Programming Department and the addition of a Director of Fund Administration and Programming position. At the same time, the Board of Directors approved a not to exceed amount to be included in the Fiscal Year 2012/2013 budget of $274,000 to cover salary, benefits and furniture and equipment. At that time, SANBAG was searching for a new Executive Director and the direction at the time was to defer finalizing a job description and salary range or recruiting for this position until after a new Executive Director was hired.

Now that SANBAG has an Executive Director, it is important that we move forward with this recruitment. This new Director of Fund Administration and Programming will manage existing staff and will consolidate fund administration and programming functions that have been spread among the Project Delivery, Planning, Transit and Rail, and Management Services Departments. The functions that this new Director will oversee generally include:

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.
BRD1206a-dab
Attachment:
BRD1206a1-dab

- Distribution of Transportation Development Act (TDA) funds
- Preparation of the biennial updates to the 10-year Delivery Plan
- Annual Measure I fund estimation and the annual apportionment and allocation process
- Measure I local streets distribution Capital Improvement Program process and compliance
- Annual Measure I Capital Project Needs Analysis process
- Updates to the Measure I Strategic Plan
- Administration, allocation and programming of Federal funds including the management of our Obligational Authority
- Administration of State funds, including review of the biennial State fund estimate, and preparation of the State Transportation Improvement Program (STIP) submittal to the California Transportation Commission (CTC)
- Working with the CTC staff on issues involving the STIP, Proposition 1B funds and other state controlled funds
- Preparation of the County Transportation Improvement Plan to be included in the Regional Transportation Improvement Plan (RTIP)
- Processing amendments and updates to the RTIP

Attached is the proposed job description for the Director of Fund Administration and Programming. It is recommended that this position be assigned to salary range 40 ($111,567 to $167,351). This is consistent with other Director positions at SANBAG.

Because of the importance of this position in helping SANBAG maximize federal and state funds and because of a recently announced resignation in our existing Programming staff, recruitment for this position has started. This recruitment was started based on past Board action creating the position and overall budget. While recruitment has started, it is contingent upon final approval of this job description and salary range.

Financial Impact: This item has been included in the proposed Fiscal Year 2012/2013 Budget. The total amount included in the budget for this position including salary and benefits is $256,400.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 9, 2012.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1206a-dab
Attachment:
BRD1206a1-dab

ATTACHMENT

Job Description for Director of Fund Administration & Programming

Job Summary: Under general direction of the Executive Director, supervises and directs the Fund Administration and Programming Department; provides technical and administrative support and policy recommendations to the Executive Director and the Board of Directors on transportation finance and fund administration, strategic allocation of federal, state, and local funds to SANBAG and member agency sponsored projects and programs, and transportation improvement program development. Responsible for supervision of fund administration and programming staff.

Essential Functions -- *This list is illustrative only and is not intended to be a comprehensive list of all functions and duties performed by an employee in this position. Employees are required to be in attendance and prepared to begin work at their assigned work location on the specified days and hours. Factors such as regular attendance at the job are not routinely listed in job descriptions, but are an essential function. Essential duties and responsibilities may include, but are not limited to the following:*

- Provides consultation and advice to the SANBAG Board of Directors.
- Serves as the principal resource to the SANBAG Board for technical information and policy recommendations on regional transportation improvement and capital improvement programming and on strategies to maximize funding available to SANBAG from local, state, and Federal sources.
- Prepares and presents plans for the allocation, management and maximization of Federal and state resources.
- Directs and administers the Fund Administration & Programming Department; manages staff, assigns tasks, reviews staff work products, and evaluates performance.
- Prepares and presents agenda items, and provides staff support for the SANBAG Board and Policy Committees.
- Represents the Executive Director and SANBAG, and makes presentations to government agencies, public officials, community organizations, and business groups.
- Contacts and confers with state and Federal government agencies and elected officials to educate and advocate for support of SANBAG priorities.
- Researches, reviews and coordinates technical and policy issues; reviews and analyzes reports, policy positions, legislative proposals, and media reports.
- Responds to requests for information and presents SANBAG positions on transportation related technical and policy issues.
- Establishes and maintains effective working relationships with community leaders, and state and Federal transportation agency and legislative staffs.
- Performs other related duties as required.

Travel: Employee is required to possess a valid California driver's license and proof of automobile liability insurance; some travel to other parts of the state, the Southern Californa region, and throughout the County is required. Routinely required to participate in meetings with transportation funding agencies in Sacramento, California.

Minimum Qualifications

Education, Training and Experience Guidelines

Bachelor's Degree (Master's preferred) in Transportation Planning, Urban/Regional Planning, Public Administration, Finance, Engineering, or a related field; AND ten years of experience in transportation finance or regional planning; OR an equivalent combination of education, training and experience.

Knowledge of:

- Federal, state and local laws, regulations and rules governing public funding of transportation.
- Federal, state and local responsibilities in transportation funding, programming and review.
- Policies and procedures of the Federal Highway Administration and Caltrans.

- Procedures and practices of estimating the construction cost of transportation facilities.
- Principles, techniques, and strategies for negotiation and building consensus within diverse groups with complex goals.
- Community resources, governmental agencies, legislative processes, and business organizations involved with transportation issues.
- Public policy development principles, practices, and processes.
- Current legislative, political, and economic trends in state and Federal government.
- Principles and practices of government administration, including development of budgets and intergovernmental coordination.
- Business and personal computers, and standard software applications.

Skill in:

- Interpreting and applying state and Federal statutes, rules, codes and regulations.
- Preparing and submitting state and Federal grant applications.
- Analyzing legislative issues and developing recommendations.
- Building consensus and coalitions and leading diverse groups toward common goals.
- Working effectively in a public environment with changing priorities.
- Preparing and presenting information for diverse audiences.
- Speaking in public and effectively presenting SANBAG program information.
- Using initiative and independent judgment within established procedural guidelines.
- Using tact, integrity and good judgment in a variety of difficult administrative situations.
- Supervising staff and evaluating staff performance.
- Assessing and prioritizing multiple tasks, projects and demands.
- Establishing and maintaining effective working relationships with other employees, public officials, government agency representatives, and the public.
- Communicating effectively verbally and in writing.

Work Environment:

Work is performed in a standard office environment.

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 8

Date: June 6, 2012

Subject: Request for Proposal (RFP) 12238 for On-Call Internal Audit and Price Review Services

Recommendation:* Authorize and approve release of RFP 12238 for qualified firms to provide professional On-Call Internal Audit and Price Review Services to support all San Bernardino Associated Government (SANBAG) procurements.

Background: The Scope of Services for internal audit and price review on-call services is attached to this agenda item. The services provided will be on an "as-needed" basis with no guaranteed level of usage. The contract, if awarded, will be for a three-year initial term with two one-year option terms.

SANBAG will utilize the on-call services of multiple auditing firms to provide internal audit and price review services on a Contract Task Order basis associated with various types of procurements including architectural and engineering services. The selected auditing firms must demonstrate detailed knowledge and experience with Government Auditing Standards issued by the Comptroller General of the United States as well as the cost principles identified in 48 CFR Part 31.

Currently, on state or Federal funded architectural and engineering services procurements, negotiations are conducted with the top ranked firms. As required by state and federal law, audits of contracts and subcontracts are required to be

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1206a-jh

Attachment: RFP 12238 Scope of Work

performed to test compliance of consultant's overheard and indirect rates with the Federal Acquisition Regulations. As such, SANBAG has three options currently to comply with the audit requirements; option one is to request Caltrans to audit the consultant cost proposals; option two is to have SANBAG conduct audits internally with SANBAG staff; and option three is for SANBAG staff to contract for internal audit services. SANBAG had been exercising option one, where Caltrans has been conducting the audits. Staff is now recommending that we exercise option three where SANBAG releases an RFP for internal audit services to meet the state and Federal requirements and to allow for expeditious completion of audits as well as more control over the audit process. The reason for the change is for SANBAG to have more control over the audit process as well as to move the projects forward quicker than sending it out for outside resources to perform.

Pursuant to policy direction, SANBAG is required to award this type of contract on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price to SANBAG. Such selection shall take into consideration prior experience of the firm and/or representatives, understanding of work to be completed, knowledge of the working environment, and particular skills and expertise of the firm and/or representatives proposed for the function. Staff will return to the Board with approval of the selected firms for contract award.

Financial Impact: The release of the RFP has no financial impact on the current Fiscal Year 2011/2012 budget. Funding provisions are available in the proposed FY 2012/2013 budget.

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved the item and RFP as to form.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1206a-jh
Attachment: RFP 12238 Scope of Work

ATTACHMENT A

"SCOPE OF SERVICES"

SCOPE OF WORK
FOR
ON-CALL PRICE REVIEW SERVICES

BACKGROUND

The San Bernardino Associated Governments, known as SANBAG, is the council of governments and transportation planning agency for San Bernardino County. SANBAG is responsible for cooperative regional planning and furthering an efficient multi-modal transportation system countywide. SANBAG serves the 1.9 million residents of San Bernardino County.

As the County Transportation Commission, SANBAG supports freeway construction projects, regional and local road improvements, train and bus transportation, railroad crossings, call boxes, ridesharing, congestion management efforts and long-term planning studies. SANBAG administers Measure I, the half-cent transportation sales tax approved by county voters in 1989's major programs include bus operations, paratransit services, the 91 Express Lanes, commuter rail, street and road improvements, freeway projects, and a motorist services program.

SERVICES

SANBAG seeks a qualified firm or firms to serve on an on-call basis to assist staff in carrying out Board adopted policy and Federal regulations related to the procurement of goods and services.

Pre-Award Price Review Requirements

To comply with adopted policies and procedures related to the procurement of goods and services, SANBAG will conduct pre-award price reviews for competitive procurements with a value greater than $1,000,000 where the proposal is evaluated on its technical merit rather than cost. These procurements generally are for:

- Architectural and Engineering Services

Additionally, SANBAG may conduct pre-award price reviews of the following types of procurements:

- Single bid procurements
- Sole source procurements

Approximately 5 -10 pre-award price reviews are required to be performed each fiscal year.

Pre-Award Price Reviews

All pre-award price reviews shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States as well as the cost principles identified in 48 CFR part 31. Auditing Firms will be selected from a pre-established or on-call list of firms to perform the pre-award price reviews on a sequential basis. Each of the pre-award price reviews should include some or all of the following objectives:

a. To ensure that the proposer's proposed labor rates, overhead rates, other direct costs, and fixed fee are reasonable, allowable, and allocable and in conformity with the Federal Acquisition Regulations;
b. To ensure the proposer(s) complied with applicable prevailing wage rates;
c. To ascertain that the pricing or cost data are current, accurate, and complete;
d. To determine whether the proposer(s) is financially sound and stable; and
e. To determine the adequacy of the proposer's accounting systems in order to identify, account for, record, and accumulate costs; to identify and segregate direct and indirect costs; and to determine consistency in accounting treatment of costs.

Written Reports

Independent Accountant's Report for Applying Agreed-Upon Procedures (AUP) will be issued for each pre-award price review performed. In addition to AUP exceptions, all issues or concerns arising during the course of performing the AUPs, such as internal control issues, should be provided in the report. Reports will be submitted to SANBAG' Contract Manager with a copy to the Director of Management Services.

Other Services

SANBAG may request, on an "as-needed basis" other auditing services relative to the procurement function such as closeout audits for capital construction projects or other service contracts.

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: June 9, 2012

Subject: Award Contract C12193 with McGladrey LLP for SANBAG Auditing Services

Recommendation:* Award Contract C12193 with McGladrey LLP for Auditing Services in a not-to-exceed amount of $338,270 for a three-year period, with two one-year option extensions. Authorize Board President, who is a member of the audit subcommittee, to execute engagement letter required by auditing standards.

Background: On February 1, 2012 the Board approved the release of a request for proposal (RFP 12-193) for SANBAG auditing services. On March 2, 2012, the following seven firms submitted proposals:

1. Brown Armstrong
2. Christy White
3. Eadie & Payne
4. James Marta
5. McGladrey LLP
6. Mayer Hoffmen McCann
7. Vavrinek, Trine, Day & Company

On March 21, 2012, proposals were reviewed by a professional panel consisting of Theresia Trevino, Chief Financial Officer for Riverside County Transportation Commission, Michael O'Kelly, Chief Financial Officer for South Coast Air Quality Management District, and three representatives from SANBAG staff. The professional panel recommended the following firms for interviews:

*

COG	X	CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

BRD1206e-ws
Attachments: C12193; BRD1206e1-ws; BRD1206e2

1. McGladrey LLP
2. Mayer Hoffman McCann
3. Vavrinek, Trine, Day & Company

On April 3, 2012, the professional panel interviewed the three firms. The interview process evaluated each firm's 1) overall completeness and thoroughness of the presentation, and 2) qualifications, related experience, proposed staffing, and organization relating to the scope of the work. The professional panel recommended all three firms be forwarded to the SANBAG's Audit Committee for a second interview.

On April 12, 2012, the three firms were interviewed by SANBAG's Audit Committee consisting of the following Board Members: Larry McCallon, President, Janice Rutherford, Vice-President, and Walt Stanckiewitz. The rating of each firm was conducted after the second interview. The rating encompassed a 40% weight of the professional panel evaluations and 60% weight of the Audit Committee rankings. Both the professional panel and Audit Committee unanimously selected McGladrey LLP.

McGladrey LLP was selected because of the firm's 1) extensive national experience in local government, single audits and transportation agencies, 2) staff qualifications and knowledge, and 3) the audit process. The audit work plan staffing includes significantly more hours for the audit partner and manager to ensure quality, budget and schedule control. The firm also emphasized providing best practices as well as innovative ideas about accounting systems, internal controls, information technology, and other aspects of SANBAG's operations. This will help the Agency manage future risk and become more efficient.

SANBAG staff was directed by the Audit Committee to negotiate the terms of the contract to be submitted to the Administrative Committee. The initial proposed audit fee by McGladrey LLP was reduced by 11%. The amended audit fee for the three year contract is $338,270 (Exhibit A). The contract is subject to two one-year option extensions.

McGladrey LLP had requested a few changes to the contract since McGladrey's legal counsel did not have the opportunity to review this item before Administrative Committee on May 9th. The major change is vendor's name from McGladrey & Pullen, LLP to McGladrey LLP. SANBAG Legal Counsel has concurred with the proposed changes affecting Article 7 Documentation and Right to Audit, Article 21 Indemnity, Article 22 Errors and Omissions, and

Article 25 Record Inspection and Auditing. Also, SANBAG Legal Counsel has reviewed the engagement letter associated with this engagement.

Financial Impact: The recommended action is consistent with the SANBAG fiscal year proposed budget tasks 0502 TDA Administration (1030.50.0502.52100) and 0120 Indirect-General (7110.85.0120.52100).

Reviewed By: This item was unanimously recommended for approval by the Administrative Committee on May 9, 2012. SANBAG Legal Counsel and Contracts Manager are currently reviewing the contract as to form.

Responsible Staff: William Stawarski, Chief Financial Officer

BRD1206e-ws
Attachments: C12193; BRD1206e1-ws; BRD1206e2

CONTRACT SUMMARY SHEET

Contract No. C 12-193 Amendment No. 0

By and Between

San Bernardino Associated Governments and McGladrey LLP

Contract Description Professional Auditing Services for three years with two one-year extension

Board of Director's Meeting Date: 06/06/12

Overview of BOD Action: Recommend the approval of Contract C 12-193 with McGladrey LLP for Auditing Services in the amount of $338,270 for a three year period with two option years.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW					
Original Contract Amount	$	338,270	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	338,270	TOTAL CONTINGENCY VALUE	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	338,270

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
6/6/12	6/30/14 Audit	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0120 and 0502_.

☐ A Budget Amendment is required.

How are we funding current FY? N/A

☐ Federal Funds	☐ State Funds	☐ Local Funds	☒ TDA Funds	☒ Measure I Funds

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

MM 4/30/12

William Stawarski Task Manager (Print Name)		5/1/12 Date
Hilda Flores Project Manager (Print Name)	Hilda Flores Signature	4/30/12 Date
KATHLEEN MURPHY-PEREZ Contracts Manager (Print Name)	Kathleen Murphy Perez Signature	4/30/12 Date
William Stawarski Chief Financial Officer Signature (Print Name)	Signature	5/1/12 Date

C12193

ATTACHMENT A

"SCOPE OF SERVICES"

General:

San Bernardino Associated Governments (SANBAG) is requesting proposals from qualified certified public accounting firms to audit its financial statements beginning with the Fiscal Year ending June 30, 2012. SANBAG requires an audit of its Comprehensive Annual Financial Report in accordance with generally accepted accounting principles and the governmental auditing standards as promulgated by the Comptroller General of the United States. Additionally, this audit should include compliance with covenants and related testing as required by indenture for SANBAG's Sales Tax Revenue Bonds.

Auditing Standards to be Followed-

The audit shall be performed so as to satisfy the audit requirements in accordance with the generally accepted government auditing standards set forth for the financial audits in the General Accounting office's (GAO) Government Auditing Standards (1994), the Single Audit Act of 1984, as amended, and U.S. Office of Management and Budget (OMB) Circular A-133 and OMB's Compliance Supplement titled Uniform Requirements for Grants to State and Local Governments.

Reports to be Issued –

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue the following reports and letters:

1. Independent Auditor's Report on Comprehensive Annual Financial Report (CAFR);
2. Independent Auditor's Single Audit Report;
3. Local Transportation Fund (LTF) Financial and Compliance Report
4. State Transit Assistance Fund (STAF) Financial and Compliance Report
5. Report on Applying Agreed Upon Procedures for Appropriations Limit Calculation
6. Audit Committee Letter
7. Management Letter (if required)

Additional Considerations –

1. SANBAG will complete its first CAFR for FY 11-12, and the Auditor is expected to provide information to SANBAG to ensure completeness of report.
2. It is expected that the Auditor shall keep SANBAG informed of new state and Federal

Developments affecting municipal and local government finance. Additionally, reporting standards and trends including changes in federal or state grant program accounting and reporting requirements shall be communicated to SANBAG.

3. SANBAG may require other generalized auditing requirements as needed by SANBAG.

SCHEDULE –

Annual audit schedule, subject to change:

May/June	– Interim field work
September/October	– Year-end field work
October/November	– Review drafts of all reports and finalize them by month-end November/December - Financial statements presented to Audit Committee and Administrative Committee
December/January	– Financial statements presented to the SANBAG Board of Directors

* Note: Auditors should be prepared to attend meetings as requested:

- Audit Committee meetings (Normally held twice a year – end of interim work and end of year-end to present financial reports),
- Administrative Committee meetings (Held after the Audit Committee meetings. The meetings are held on the second Wednesday of the month), and
- Board of Directors meetings (held on the first Wednesday of the month).

Costs

Total All-Inclusive Maximum Price

Our goal is to provide high-quality, reliable service at reasonable fees. Our fees are based on estimated hours and hourly rates, determined by each professional's level of experience. The components of our not-to-exceed fee for the year ended June 30 are summarized as follows:

Component	2011-12	2012-13	2013-14	2014-15	2015-16	Total
CAFR	$53,550	$55,700	$58,000	$60,300	$62,700	$290,250
Annual State Controller's Report	$5,220	$5,450	$5,650	$5,900	$6,100	$28,320
Local Transportation Fund Financial & Compliance Report	$13,410	$13,950	$14,500	$15,100	$15,700	$72,660
State Transit Assistance Fund Financial & Compliance Report	$10,260	$10,700	$11,100	$11,550	$12,000	$55,610
GANN Limit Report	$1,620	$1,750	$1,800	$1,900	$2,000	$9,070
Single Audit	$24,210	$25,200	$26,200	$27,250	$28,350	$131,210
Compliance and control letters required by Government Auditing Standards	Included above	Included above	Included above	Included above	Included above	Included above
Management Letter	Included above	Included above	Included above	Included above	Included above	Included above
Total	**$108,270**	**$112,750**	**$117,250**	**$122,000**	**$126,850**	**$587,120**

Our not-to-exceed fee proposal is contingent upon our continued understanding of your requirements as described in our proposal. Our fees are predicated on existing GASB pronouncements through Statement No. 66. Should there be new pronouncements beyond Statement No. 66 that require significant assistance from us in implementation during our contract period or significant management turnover, our fees may require revision. Additionally, our fees for the Single Audit procedures and required reporting assume that SANBAG is a low risk auditee as defined by OMB Circular A-133 and are predicated on no more than two major programs annually (average annual major program based on SANBAG's single audit for the fiscal years ended June 30, 2010 and 2011). If additional major programs are required (above two annually), or SANBAG's risk level changes (from low risk to high risk) our fees would be adjusted by $5,500 for each additional major program identified.

June ___, 2012

Members of Audit Subcommittee
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

Dear Members of the Audit Subcommittee:

This letter is to explain and reaffirm our understanding of the arrangements for the services we are to perform for San Bernardino Associated Governments (SANBAG) for the year ending June 30, 2012. We ask that you either confirm or amend this understanding. This letter is being issued in conjunction with the *Contract for Audit Services # C12193 (the Agreement)* executed on June ___, 2012 between SANBAG and McGladrey LLP. To the extent any provision or term of this letter that is in conflict or inconsistent in whole or in part with the Agreement the terms of the Agreement will have precedence over this letter.

Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including review of the audit documentation of your previous auditors (accountants). We will notify you promptly if we become aware of anything during our acceptance procedures or the review of audit documentation that results in our not being able to continue this engagement.

Audit Services

We will perform an audit of SANBAG's governmental activities, each major fund, and aggregate remaining fund information as of and for the year ending June 30, 2012, which collectively comprise the basic financial statements. We understand that the financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America. The objective of an audit of financial statements is to express an opinion on those statements.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of the Audit Subcommittee are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

We will also perform an audit of the following financial statements to be issued by SANBAG as of and for the year ending June 30, 2012:

- The Local Transportation Fund of the County of San Bernardino as administered by SANBAG
- The State Transit Assistance Fund of the County of San Bernardino as administered by SANBAG

We understand that these financial statements will be prepared in accordance with accounting principles generally accepted in the United States of America.

We will also perform the audit of SANBAG as of June 30, 2012, so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget (OMB) Circular No. A-133.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, OMB Circular A-133, and OMB's Compliance Supplement.

Those standards, circulars or supplements require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements. The determination of abuse is subjective; therefore, *Government Auditing Standards* do not expect us to provide reasonable assurance of detecting abuse.

An audit of financial statements includes obtaining an understanding of SANBAG and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the Audit Subcommittee any significant deficiencies or material weaknesses that we become aware of during the course of the audit.

We will also communicate to the Audit Subcommittee *(a)* any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, *(b)* any illegal acts, violations of provisions of contracts or grant agreements, and abuse that come to our attention (unless they are clearly inconsequential), *(c)* should any arise, any disagreements with management and other serious difficulties encountered in performing the audit, and *(d)* various matters related to SANBAG's accounting policies and financial statements.

In addition to our reports on the above-mentioned financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of SANBAG's schedule of expenditures of federal awards for the year ending June 30, 2012.
- Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provision of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a direct and material effect on each major program.

- A schedule of findings and responses, and questioned costs.
- Assistance with the preparation of the State Controller's Report.
- Agreed-upon procedures sufficient to provide an independent accountant's report on agreed-upon procedures applied to Appropriations Limit worksheets for SANBAG.
- A management report of recommendations to improve managerial or operational effectiveness and efficiency, including certain matters that are not considered to be significant deficiencies.
- An Audit Subcommittee or equivalent letter as promulgated by the reporting standards of the *Government Auditing Standards.*

The funds that you have told us are maintained by SANBAG and that are to be included as part of our audit are the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds and the Internal Service Fund.

The primary federal and state financial assistance programs that you have told us that SANBAG participates in and that are to be included as part of the single audit are the Highway Research, Planning and Construction Program – CFDA #20.205; the Federal Transit, Capital Investment Grants – CFDA #20.500; ARRA – Clean Cities Petroleum Reduction – CFDA #81.086; Job Access – Reverse Commute - CFDA #20.516; and New Freedom Program - CFDA #20.521.

The component unit whose financial statements you have told us are to be included as part of SANBAG's basic financial statements is the Service Authority for Freeway Emergencies (SAFE).

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance will address material errors, fraud, abuse, violations of compliance requirements, and other responsibilities imposed by state and federal statutes and regulations and assumed by contracts; and any state or federal grant, entitlement of loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

SANBAG's Responsibilities

Management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

Management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

Management is responsible for identifying and ensuring that SANBAG complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting SANBAG involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting SANBAG received in communications from employees, former employees, analysts, regulators, or others.

Management is also responsible for *(a)* making us aware of significant vendor relationships where the vendor is responsible for program compliance, *(b)* following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and *(c)* report distribution including submitting the reporting packages.

The Audit Subcommittee is responsible for informing us of its views about the risks of fraud within SANBAG, and its knowledge of any fraud or suspected fraud affecting SANBAG.

SANBAG agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, SANBAG agrees to contact us before it includes our reports or otherwise makes reference to us, in any public or private securities offering. We may conclude that we are not otherwise associated with the proposed offering and that our association with the proposed offering is not necessary, providing SANBAG agrees to clearly indicate that we are not associated with the contents of the official statement or memorandum. SANBAG agrees that the following disclosure will be prominently displayed in the official statement or memorandum:

> *McGladrey LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. McGladrey LLP, also has not performed any procedures relating to this official statement or memorandum.*

Our association with an official statement or memorandum is a matter for which separate arrangements will be necessary. SANBAG agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when SANBAG seeks such consent, we will be under no obligation to grant such consent or approval. If McGladrey LLP is associated with the official statement or memorandum, you have informed us that you desire us to issue a report on the basic financial statements of SANBAG as of and for the year ending June 30, 2012 conforming only to the requirements of auditing standards generally accepted in the United

States of America. This reporting will not be used for purposes to comply with a requirement calling for an audit in accordance with *Government Auditing Standards.*

SANBAG's Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in SANBAG's books and records. SANBAG will determine that all such data, if necessary, will be so reflected. Accordingly, SANBAG will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by SANBAG personnel, including the preparation of schedules and analyses of accounts, will be communicated to SANBAG in the form of a client participation schedule, which outlines the specific schedules and analyses that we require to complete our services. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. Our fee quote is predicated on the timely completion of these schedules and analyses.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Fees, Costs, and Access to Audit Documentation

Our fees and related conditions for the services described in this letter are provided for in Attachment B of the Agreement:

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client. Accordingly, SANBAG agrees it will compensate McGladrey LLP for any additional costs incurred as a result of SANBAG's employment of a partner or professional employee of McGladrey LLP.

In the event we are requested or authorized by SANBAG or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for SANBAG, SANBAG will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting. Our participation in the preparation of the CAFR is to consist of assisting with the format and disclosure issues.

In accordance with *Government Auditing Standards*, a copy of our most recent peer review report has been provided to you, for your information.

If this letter defines the arrangements as SANBAG understands them, please sign and date the enclosed copy and return it to us. We appreciate your business.

McGladrey LLP

Jeffrey M. Altshuler
Partner

Confirmed on behalf of the addressee:

_____

_____

_____, 2012

C12193
BRD1206e2-ws

Governments
SANBAG
Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **10**

Date: June 6, 2012

Subject: SANBAG Memberships to Regional, State, and National Trade Organizations

Recommendation:* Continue SANBAG Memberships to regional, State, and national trade organizations as listed below with the exception of the Community Transportation Association of America, the California Association of Councils of Governments, and the Inland Empire Economic Partnership.

Background: Each year SANBAG staff provides a listing of associations, their purpose, and annual membership dues to regional, State, and national trade organizations (Attachment #1). SANBAG has been a long time member of the listed organizations and has benefited from membership as a source of information relevant to the industry, through advocacy efforts for legislative and/or regulatory change, and through professional associations for program innovation and exchange. Some organizations provide regular information on regulations, funding opportunities, and regulatory requirements. A number of the organizations have provided support for SANBAG projects and programs and transportation improvements.

The Administrative Committee has reviewed the list and recommends that SANBAG continue its memberships with all of these organizations with the exception of the Community Transportation Association of America (CTAA), the California Association of Councils of Governments (CALCOG), and the Inland Empire Economic Partnership (IEEP).

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1206b-dab

The recommendation to discontinue membership in CTAA originated with SANBAG staff who felt that we were adequately represented in this subject area and that the membership provided no benefit to SANBAG.

The recommendation to discontinue membership in CALCOG came from the discussion at the Administrative Committee meeting. The consensus of the Administrative Committee was that the direction being taken by CALCOG was not consistent and in some ways ignored the concerns of member agencies in Southern California.

The recommendation for IEEP is not to discontinue, but to delay a membership decision until more discussions can be had with IEEP on the benefits and services SANBAG could expect and what the cost of membership will be. After those discussions take place, this matter will be brought back for Board direction.

Financial Impact: SANBAG cost for membership is approximately $67,070. Payment of membership dues is within the Executive Director's approval authority.

Reviewed By: This item was reviewed by the Administrative Committee on May 9, 2012.

Responsible Staff: Duane A. Baker, Director of Management Services

ATTACHMENT

Association Purpose	Annual Dues
American Public Transit Association (APTA) This organization works to ensure that public transportation is available and accessible for all communities in the country through advocacy, innovation and information sharing. APTA provides access to research and reports, standards development in transit, legislative updates and advocacy at the federal level, training opportunities on the latest issues and best practices for transit, and peer review data and panels to ensure our local agencies are keeping up with standards in the field.	$ 1,310
California Transit Association (CTA) Public sector, non-profit association of over 190 of California's largest urban, suburban, and rural transit operators, commuter rail agencies, transit support groups, transit suppliers, and government agencies. CTA is committed to a collaborative approach to advocating for improved transit operations throughout California, and works with local, state and federal legislators advocating for transit. CTA conducts state level advocacy for stable transit funding, provides access to technical reports and updates on issues specific to transit needs in California, and provides access to educational opportunities on transit practices in California.	$ 1,050
California Association of Coordinated Transportation (CalACT) CalACT is the largest state transit association in the United States, with nearly 300 members dedicated to promoting professional excellence, stimulating ideas and advocating for effective community transportation. CalACT is a clearing house for information and resources on transit and paratransit management. This organization also is an advocate for rural transit agencies.	$ 710
Community Transportation Association of America(CTAA) CTAA is a national association that advocates for America's public and community transportation future. At this time, SANBAG staff is proposing not to renew our membership as we have not participated in any activities with this group in the past year and are represented with other organizations in the same topic area.	$0 (was $225)
Mobility 21 Organization of public, business and community stakeholders pursuing regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura Counties. Mobility 21 provides strong regional advocacy on transportation issue at the state and federal levels. The Board of Directors includes the CEOs of the five transportation commissions, SCAG, AAA, and the major regional Chambers of Commerce.	$17,000

Self Help Counties Coalition Organization of 19 California county transportation agencies with voter-approved transportation sales tax measures. In Southern California, revenues from these sales tax measures exceed the combined total of state and federal transportation funds. The SHCC works closely with the California Transportation Commission, Caltrans, the Legislature and Administration, and other groups to protect the interests of the transportation authorities against diversion of transportation funds, increased Board of Equalization fees, impediments to timely project delivery, and concerns over state maintenance of effort that may arise because of the availability of local funds.	$ 5,700
Coalition for Americas Gateways and Trade Corridors (CAGTC) CAGTC focuses attention on the importance and essential federal role in interstate commerce, international trade, and the development and maintenance of the transportation infrastructure and logistics systems that support them. These issues are critical to San Bernardino County because of its position astride the nation's largest multimodal freight corridor and the prominence of the logistics sector in our economy.	$ 6,500
Southern California Association of Governments (SCAG) SCAG bylaws provide for SANBAG, as one of the five County Transportation Commissions within the region, to appoint a representative to the SCAG Regional Council from its governing board, dependent upon being a dues-paying member. SANBAG participation with SCAG is essential for the development of the Regional Transportation Plan/Sustainable Communities Strategy.	$25,000
California Association of Councils of Governments (CALCOG) CALCOG serves as a convener of Councils of Governments, the League of California Cities, and the California State Association of Counties, to share information on successful regional programs. CALCOG also works to assist each member in developing capacity to serve its member's needs for regional coordination and policy development. The COG Directors Association of California (CDAC) is composed of executive directors from each member council, meeting on a regular basis to examine and discuss relevant regional issues, and serves as a staff resource and advisory body to the CALCOG governing council.	$0 (was $5,132)
Inland Empire Economic Partnership (IEEP) IEEP is a private sector voice for business and quality of life in the Inland Empire. It recruits and supports business, advocates for an educated workforce, works to ensure business friendly transportation and infrastructure policy for the economic betterment of Riverside and San Bernardino Counties. In 2011, SANBAG suspended its membership as the IEEP was restructuring their membership levels and the expected participation level and benefits for regional agencies like SANBAG. Renewed membership is pending further discussions with IEEP.	$ 7,000

Inland Action Inland Action promotes diverse economic development in the Inland Empire. They advocate on a broad array of issues including transportation policy and financing at the state and federal levels. Their membership consists of a large number of private and public interests, interlacing the business and public sectors to form the basis of strong policy advocacy.	$ 2,800

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San Bernardino Associated Governments
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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **11**

Date: June 6, 2012

Subject: Agreement for Digital Cellular Services for the San Bernardino Call Box Program

Recommendation:* Approve Amendment No. 3 to Contract No. 05002, between the San Bernardino Service Authority for Freeway Emergencies and AT&T Mobility, to extend the contract term through June 30, 2013, and to increase the not-to-exceed amount of the contract by $115,000 for a revised total contract amount of $879,426, as outlined in the Financial Impact section.

Background: The San Bernardino Service Authority for Freeway Emergencies (SAFE) operates approximately 1,200 call boxes on freeways and highways in San Bernardino County. Each call box is a battery powered, solar charged roadside terminal with a cellular telephone built into the device. The call box network has assisted more than 1.9 million calls since inception, and currently handles approximately 14,000 calls per year.

Back in May of 2004, San Bernardino SAFE joined with Riverside and San Diego SAFEs to release a joint Request for Proposals (RFP) for a new digital cellular service provider. Five proposals were submitted to the SAFEs for consideration, which at that time were all the top leading cellular service providers. AT&T was the successful proposer; not only were they the lowest in price, but also demonstrated extensive service coverage throughout the three counties. Even today with the updated technology there is only one other provider, Verizon, that has enough service coverage to cover our entire county and the existing

Approved
Board of Directors

Date: June 6, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	

Check all that apply.
BRD1206a-nm
Attachment: C05002-03

call boxes. Verizon uses very different technology to implement their digital services. AT&T uses Global System for Mobile Communications (GSM) technology, and Verizon utilizes Code Division Multiple Access (CDMA) technology. At the time of the RFP evaluation in 2004, the GSM network was desirable for a number of reasons. GSM utilizes a removable Subscriber Identify Module (SIM) card in every transceiver. These cards can be pre-programmed before going out in the field, can be removed quickly and placed into another call box with the same data/phone number. This flexibility alone favored using a GSM provider and since that time there has been no new provider with this technology that can cover our large geographic area.

AT&T provides staff with a quarterly presentation comparing rates to other providers and explain how they are keeping up with technological improvements. The original AT&T contract commenced in 2004, with an initial 5-year term, and included five one-year options. For the reasons set forth above, staff recommends exercising the third of five one-year options with AT&T for call box cellular services increasing the contract by $115,000, in a not-to-exceed amount of $879,426.

Financial Impact: Funds to cover expenses in this Agreement have been budgeted in the proposed fiscal year 2012/2013 Budget in Task Number 0702; funding source is SAFE Vehicle Registration Fees.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 16, 2012. The item has been reviewed and approved by the SANBAG Contracts Manager and SANBAG Counsel as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1206a-nm
Attachment: C05002-03

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 05-002 Amendment No. 03

By and Between

AT&T and San Bernardino Associated Govts

Contract Description Extension of call box digital services

Board of Director's Meeting Date: 6/6/12

Overview of BOD Action: Approve Amendment No. 3 to extend the term of the Contract through June 30, 2013 and add an additional amount of $115,000

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	664,426	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$	100,000	**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	115,000	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	879,426	TOTAL CONTINGENCY VALUE	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/3/04	6/30/12	6/30/13

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Exercising one year extension option

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 702.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
The California Department of Motor Vehicles collects the annual $1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mine 4/26/12

Duane Baker	Duane Baker	4/26/12	
Task Manager (Print Name)	Signature	Date	
Nikki Miller	Nikki Miller	4/25/12	
Project Manager (Print Name)	Signature	Date	
Kathleen Murphy	Kathleen Murphy	4/27/12	
Contracts Manager (Print Name)	Signature	Date	
WILLIAM STAWARSKI		4/26/12	
Chief Financial Officer Signature (Print Name)	Signature	Date	

AMENDMENT NO. 3 TO

CONTRACT NO. 05002

BETWEEN

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

AT&T MOBILITY NATIONAL ACCOUNTS, LLC

THIS AMENDMENT NO. 3 is effective on the "Effective Date" identified herein, by and between the San Bernardino Service Authority for Freeway Emergencies ("SAFE"), and AT&T Mobility National Accounts, LLC, formerly known as AT&T Wireless Services ("CONTRACTOR").

RECITALS:

WHEREAS "SAFE" and the "CONTRACTOR", entered into an Agreement effective November 3, 2004, hereinafter called "AGREEMENT", for the purpose of providing cellular services to the SAFE's system of call boxes; and

WHEREAS, SAFE hereby exercises the third option year through June 30, 2013, and increases the not-to-exceed amount of the AGREEMENT by One Hundred, Fifteen Thousand Dollars.

NOW THEREFORE, SAFE and CONTRACTOR mutually agree to amend the AGREEMENT as follows:

1. Amend Section I, "Services of The Contracts: Term", Subsection 1.B., to delete June 30, 2012, as the expiration date and replace with June 30, 2013, as the date of termination.
2. Amend Section III, "Fees and Payments", Subsection 1., by adding the following sentence at the end of the paragraph: "Based on the fee structure set forth above, the total not-to-exceed amount, for this third option period, shall be one hundred fifteen thousand dollars and no cents ($115,000.00.)"

3. All other portions of this AGREEMENT, which are not altered by this Amendment, shall remain in full force and effect and are incorporated herein by this reference.

4. The Effective Date is the date in which SAFE executes this Amendment No. 3.

IN WITNESS WHEREOF, the parties below have signed and executed this Amendment No. 3 to contract C05002.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: _____

Theresa Page, Sr Contracts Manager

Date: 4/20/12

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE)

By: _____

Larry McCallon, President

Date: _____

APPROVED AS TO FORM:

By: _____

Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By: _____

Kathleen Murphy-Perez
Contracts Manager

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: June 6, 2012

Subject: Amendment No. 1 to Contract No. 09197 with Ron DeLaby from Paladin Investigative Services, LLC, for Call Box Recovery Services

Recommendation:

1. Approve Amendment No. 1 to Contract No. 09197, between the San Bernardino Service Authority for Freeway Emergencies (SAFE) and Ron DeLaby from Paladin Investigative Services to provide recovery services for call box knockdowns throughout San Bernardino County; and

2. Extend the contract term for an additional two years through June 30, 2014, and increase the contract in the amount of $60,000 for a new not-to exceed amount of $150,000.

Background: The San Bernardino Service Authority for Freeway Emergencies operates approximately 1,200 call boxes on the freeways and highways in San Bernardino County. On average, 135 call boxes are knocked down each year. The cost to repair each call box can be as high as $4,000 per knockdown and this cost varies based upon the extent of the damage to each call box.

Call boxes have a built in tilt alarm, and when activated, a notification is immediately sent to the California Highway Patrol (CHP). Because a knocked-down call box may indicate an accident with injuries, most often a CHP officer is dispatched to the scene and as a result, compiles a Traffic Collision Report.

Approved
Board of Directors

Date: June 6, 2012

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	

BRD1206b-nm
Attachment: C09197-01

These reports are of great assistance in determining who damaged the call box for the purpose of pursuing a recovery option. Sometimes CHP does not generate a report for knocked-down or damaged call boxes, because a tilt alarm was not activated. This happens when the box is hit severely and the tilt alarm did not have enough time to send the notification, and CHP was never dispatched to the scene or the driver was able to leave the incident site before CHP arrived.

Many SAFEs do not attempt to recover the costs of knocked-down call boxes or attempt to recover funds from motorist/insurance companies. SAFEs that do recover funds utilize Mr. DeLaby's expertise, or do so through their existing SAFE staff. Since the San Bernardino SAFE has limited staff, and does not have expertise in this area, the SAFE has employed the services of a consultant for the last 20 years who is familiar with law enforcement and who has worked in the area of insurance claims. Mr. Ron DeLaby is considered an expert in this field, as he holds a private investigators' license, is a retired Police Officer who worked for 20 years in the Inland Empire, has worked as an insurance claims' adjuster and is licensed in that field.

Within the past three and a half years Mr. DeLaby has recovered approximately $150,000 for San Bernardino SAFE. Mr. DeLaby's contract is based on the terms that the SAFE reimburses Mr. DeLaby 33% of any funds recovered. If Mr. DeLaby does not recover any funds from the motorist or the insurance company, then the SAFE is not obligated to reimburse Mr. DeLaby for his time.

As we have experienced a fairly high rate of return, staff is recommending approval of Amendment No. 1 extending Mr. DeLaby's contract for an additional two years, through June 30, 2014, and increasing the contract in the amount of $60,000 for the additional two years. The new not-to-exceed amount will be $150,000, and will be funded as identified in the Financial Impact Section. This Amendment also includes an update to the insurance provisions to reflect current SAFE requirements.

Financial Impact: Funds have been budgeted in the Fiscal Year 2012/2013 Budget, in the amount of $30,000, Task Number 0702; funding source is SAFE Vehicle Registration Fees. An additional $30,000 to cover the additional year of the contract will be budgeted in the Fiscal Year 2013/2014 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Policy Committee on May 16, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this Amendment No. 1 as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1206b-nm
Attachment: C09197-01

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 09-197 Amendment No. 1

By and Between

Ron DeLaby and San Bernardino Associated Govts.

Contract Description Extension of call box recovery services

Board of Director's Meeting Date: 6/6/12

Overview of BOD Action: Approve Amendment No. 1 to extend the term of the Contract through June 30, 2014 and add an additional amount of $60,000

Is this a Sole-Source procurement? ☒ **Yes** ☐ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	90,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	60,000	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	150,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
7/01/09	6/30/12	6/30/14

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Exercising two year extension option

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 702.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
The California DMV collects the annual $1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 5/1/12

Duane Baker	Duane A Baker	5-1-12
Task Manager (Print Name)	Signature	Date
Nikki Miller	Nikki Miller	5/1/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5/1/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKY		5/1/12
Chief Financial Officer Signature (Print Name)	Signature	Date

AMENDMENT NO. 1 TO

CONTRACT NO. 09197

BETWEEN

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

RON DELABY

FROM

PALADIN INVESTIGATIVE SERVICES

THIS AMENDMENT NO. 1 is effective on the "Effective Date" identified herein, by and between the San Bernardino Service Authority for Freeway Emergencies ("SAFE"), and Ron DeLaby from Paladin Investigative Services ("CONSULTANT").

RECITALS:

WHEREAS "SAFE" and the "CONSULTANT", entered into an Agreement effective June 30, 2009, hereinafter called "AGREEMENT", for the purpose of providing recovery services for call box knockdowns throughout San Bernardino County; and

WHEREAS, SAFE and CONSULTANT have agreed to exercise the two-year option through June 30, 2014, and add $60,000 to the contract amount for the additional time; and

WHEREAS, SAFE has updated the insurance provisions to reflect current SAFE requirements.

NOW THEREFORE, SAFE and CONSULTANT mutually agree to amend the contract as follows:

1. Amend Section I, "Services of the Consultant; Term", Subsection 2, "Term", to delete June 30, 2012 as the expiration date and replace with June 30, 2014, as the date of termination.
2. Amend
3. Amend SECTION II, SECTION 5. INSURANCE, to delete the section in its entirety and replace with the following:

5. **Insurance** –

"Without anyway affecting the indemnity provision identified in this Contract, CONSULTANT and its subcontractors shall each, at their own expense, and prior to the commencement of any work, purchase and maintain insurance through the entire term of the Contract, of the following types and limits of liability with insurers rated "A-VII" or better by A.M. Best.

A. Commercial General Liability (CGL): with limits of insurance not less than:
$1,000,000 Each Occurrence Limit
$1,000,000 Personal and Advertising Injury Limit
$2,000,000 Annual Aggregate Limit
$2,000,000 Products-Completed Operations Limit

The CGL limit shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises-operations, independent contractors, products –completed operations, and personal and advertising injury.

Such Insurance shall:

1) Name SAFE, its officials, officers, employees and agents as insureds with respect to performance of Services. Such insured states shall contain no special limitations on the scope of its protection to the above-listed insureds.
2) Be primary with respect to any Insurance or self insurance programs covering SAFE, its officials, officers, employees, agents and consultants.
3) Contain standard separation of insureds provisions.

B. Business Auto Liability Insurance – Not Applicable

C. Workers Compensation – Not Applicable

D. CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Contract.

Professional Liability - CONSULTANT, at its own cost and expense, must maintain for the period covered by this Contract professional liability insurance in an amount not less than $1,000,000 each claim and $2,000,000 aggregate total for all claims. Coverage shall be solely dedicated to claims arising from professional services. Professional liability may be provided on a claims-made basis. If such policy contains a retroactive date for coverage of prior acts, this date will be prior to the date the consultant begins to perform work under this agreement. CONSULTANT shall secure and maintain this insurance or "tail" coverage provided throughout the term of this contract and for a minimum of three (3) years after contract completion.

E. Proof of Coverage - CONSULTANT shall furnish certificates of insurance to SAFE evidencing the insurance coverage required above, prior to the commencement of performance of Services, and such certificates shall include SAFE, and its officers, employees, agents and volunteers, as additional insured on the Commercial General Liability Insurance and auto liability insurance. Prior to commencing any work, CONSULTANT shall furnish SAFE with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements identified herein. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SAFE thirty (30) days notice of such cancellation or nonrenewal. If the policy is cancelled for non-payment of premium, CONSULTANT shall maintain such insurance from the time CONSULTANT commences performance of services until the completion of the services. The certificates(s) of insurance are to include the Contract Number and are to be submitted to the attention of SAFE's Contract Administrator.

F. Waiver of Subrogation Rights – CONSULTANT shall require the carriers of Commercial General Liability, Auto Liability and Workers Compensation to waive all rights of subrogation against SAFE, its officers, employees, agents, volunteers and subcontractors. Such coverage provided shall not prohibit CONSULTANT or CONSULTANT's employees or agents from subrogation against SAFE."

4. All other portions of this AGREEMENT, which are not altered by this Amendment, shall remain in full force and effect and are incorporated herein by this reference.

5. The Effective Date is the date in which SAFE executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties below have signed and executed this Amendment No. 1 to contract C09197.

RON DELABY
PALADIN INVESTIGATIVE SERVICES

By:_____

Date:_____

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE")

By:_____
Larry McCallon, President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
SANBAG Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

Governments SANBAG Working Together

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **13**

Date: June 6, 2012

Subject: Agreement between the California Highway Patrol (CHP) and San Bernardino Service Authority for Freeway Emergencies (SAFE) for CHP Call Box Liaison Support

Recommendation:* Approve Agreement No. C12239 with the CHP for Call Box Liaison support for a three-year period beginning July 1, 2012, through June 30, 2015, in an amount not-to-exceed $11,625.00, with a one-year option extension, as specified in the Financial Impact Section.

Background: The San Bernardino Service Authority for Freeway Emergencies (SAFE) began to forward all calls generated from the county's call box program to a private call answering center (CAC) vendor (Professional Communications' Network, or PCN) beginning on February 19, 2002. Since that time, PCN handles most of the calls for assistance, but is required to forward calls to the CHP that are of an emergency nature, calls that the CHP is required to act on or calls that CHP has specifically requested to view for their own informational purposes. After July 1, 2002, the SAFE began to reimburse the CHP for the SAFE's proportional share of their CHP Call Box Liaison staff position, to coordinate statewide CHP call box issues as well as provide oversight of local CHP call taking responsibilities. Due to the unique nature of the call box system on the California freeways and due to the fact that there are calls forwarded to CHP because they require law enforcement action, the contract for this Liaison service is not put out to a

*

Approved
Board of Directors

Date: June 6, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	

Check all that apply.
BRD1206c-nm
Attachment C12239

competitive bid process. The current contract with CHP for this Liaison staff position will expire June 30, 2012.

Financial Impact: This item has no financial impact to the current Fiscal Year (FY) 2011/2012 budget. The total contract amount will not exceed $11,625. Note that this agreement also includes an option to extend the agreement for one additional year, at a cost of $4,300 for FY 2015/2016, pending board approval. The first year portion of $3,675 has been included in the proposed FY 2012/13 budget. Future obligations will be budgeted accordingly in the appropriate fiscal year budget. Funding source is Department of Motor Vehicles Registration fees, Task Number 0702, Call Box.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee at its May 16, 2012, meeting. The agreement has been reviewed and approved by the SANBAG Contracts Manager and SANBAG Counsel, as to form.

Responsible Staff: Duane A. Baker, Director of Management Services.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12-239 Amendment No. _____

By and Between

CHP and San Bernardino Associated Govts.

Contract Description Call Box Liaison support

Board of Director's Meeting Date: 6/6/12

Overview of BOD Action: Approve Agreement with CHP for Call Box Liaison support for a three year period beginning July 1, 2012 through June 30, 2015, in an amount not to exceed $11,625.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	11,625	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	11,625	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
07/01/2012	06/30/2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 702.

☐ A Budget Amendment is required.

How are we funding current FY?

☐ Federal Funds ☒ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

The California DMV collects the annual $1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 5/9/12

DIANE BAKER — Diane C. Baker 5-8-12

Task Manager (Print Name) — Signature — Date

Nikki Miller — Nikki Miller 5/7/12

Project Manager (Print Name) — Signature — Date

KATHLEEN MURPHY-PEREZ — Kathleen Murphy-Perez 5/16/12

Contracts Manager (Print Name) — Signature — Date

WILLIAM STAWARSKI — 5/9/12

Chief Financial Officer Signature (Print Name) — Signature — Date

AGREEMENT BETWEEN
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and San Bernardino Service Authority for Freeway Emergencies, hereinafter called SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and the Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

TERMS AND CONDITIONS:

By and in consideration of the covenants and conditions herein contained, CHP and SAFE do hereby agree as follows:

1. The term of this Agreement is July 1, 2012, through June 30, 2015.

2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," which are hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES may be revised from time to time, it is understood that SAFE shall have a current copy on file for the duration of this Agreement.

   a. That it shall not become effective until (1) SAFE has submitted to CHP a copy of the minutes, order, motion, resolution, or ordinance from SAFE approving execution of this Agreement and identifying the individual authorized to sign on behalf of SAFE, and (2) this Agreement is duly signed by both parties.

   b. That it may be modified in writing and signed by both parties, and shall be modified by the parties to conform to any future changes to federal or state law that affects the terms of this Agreement.

   c. Because of the time and expense early termination would entail to both parties, either party may terminate this Agreement before the expiration of its term, or any extension, upon thirty (30) days prior written notice to the other party.

   d. Notwithstanding subparagraph 2 c. above, CHP or San Bernardino SAFE may terminate this Agreement upon thirty (30) days advance written notice should SAFE be financially unable to reimburse CHP for services rendered under this Agreement.

e. For services and assistance herein, SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges.

f. That SAFE shall notify CHP in writing, no later than January 1, 2015, that SAFE wishes to extend the services and assistance rendered by CHP pursuant to this Agreement for one (1) additional year. If CHP is so notified, this Agreement shall be in effect through June 30, 2016, and the total amount payable to CHP for this additional year of service shall not exceed $4,300.00, unless otherwise determined by CHP cost analysis to be greater.

Payment shall be made to:

Department of California Highway Patrol
Fiscal Management Section
P. O. Box 942900
Sacramento, CA 94298-2900

Invoices shall be sent to:

San Bernardino SAFE
c/o San Bernardino Associated Governments
Attention: SAFE Program Manager
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

3. The maintenance of the call box system (outside of CHP communications center), including telephone service and line costs, shall be the sole responsibility of SAFE.

4. The SAFE shall pay for its proportional share of the actual wage rate for one half (1/2) CHP SAFE Coordinator position, and SAFE's proportional share of computer equipment costs (including software), when applicable, for one half (1/2) CHP SAFE Coordinator showing personnel and computer equipment costs in annual staffing estimations. CHP shall provide to SAFE, as soon as possible each year, the calculation and back-up documentation used to determine California SAFE's proportional billing share, prior to SANBAG paying the SAFE's proportional billing share. The SAFE Coordinator position shall be used for SAFE-related business.

Each SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within each SAFE's boundaries to the total number of motor vehicles registered in all counties who have

entered into SAFE Agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters.

5. Currently, the SAFE contracts with a private call answering center (PCAC) to receive the initial call box call first. Emergency nature type calls are forwarded to CHP. Call box calls shall be handled by CHP communications centers as third level priority - after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:

   a. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the communications center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait several minutes for service.

   b. Call box calls should be handled within a 3.5 minute (210 seconds) total call handling time. It is understood that the use of such services as the Translation Service Contractor shall increase total call handling time to levels above this standard.

   c. CHP and SAFE agree that no CHP operator positions will be charged to SAFE during the term of this Agreement. However, should the requests from the PCAC to the CHP increase, and CHP substantiates in writing to SAFE an increase to CHP workload, then this section may be changed in accordance with GUIDELINES and upon a written amendment to this Agreement signed by CHP and SAFE.

6. CHP shall limit its review to the SAFE's specifications for upgrading or modifying SAFE's motorist aid call box system which includes any potential operational affect to CHP communications centers in accordance with the GUIDELINES. SAFE shall provide CHP written assurance that SAFE complies with its obligation to provide teletypewriter/ telecommunication devices for the deaf. A copy of the letter shall come with a copy of the minutes, order, motion, resolution, or ordinance to CHP.

7. The CHP agrees to submit an itemized invoice quarterly to SAFE which may include and shall not exceed the following charges:

   a. The SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.

   b. Indirect costs shall be applied to monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by California Department of Finance and is subject to change each state fiscal year.

c. Telephone system costs (if applicable), shall be provided by the state, with a standard communication center telephone system which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested by SAFE Program shall be funded by SAFE.

8. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP communication center equipment. In such cases, SAFE shall be responsible for the procurement, installation, and maintenance of communication center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and SAFE. No equipment shall be installed in a CHP facility which does not meet all CHP operational and technical specifications.

Communication center equipment purchased by SAFE and installed at CHP for CHP use during the term of this contract shall be the property of and maintained by SAFE.

9. The total amount of this Agreement shall not exceed Eleven Thousand Six Hundred Twenty-five Dollars and Zero Cents ($11,625.00). It is understood that SAFE funds for the program under this Agreement are being funded from Department of Motor Vehicles (DMV) registration fees pursuant to California Vehicle Code Section 9250.10. It is agreed that at any time sufficient funds from DMV Registration Fees are not available to SAFE for the full amount of the Agreement, SAFE may terminate this Agreement.

- FY 2012/2013 (7/1/12 through 6/30/13), not to exceed $3,675.00
- FY 2013/2014 (7/1/13 through 6/30/14), not to exceed $3,875.00
- FY 2014/2015 (7/1/14 through 6/30/15), not to exceed $4,075.00

10. Each quarterly invoice shall include a thorough explanation and justification for any additional charges or changes of the amounts of past charges.

11. The CHP agrees to indemnify, defend and save harmless SAFE, and San Bernardino Associated Governments, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm, or corporation who may be injured or damaged by any negligent act or omission by CHP in the performance of this Agreement. Indemnification by CHP includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of SAFE, its elected

officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The CHP's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by SAFE, its elected officials, officers, employees, agents, or volunteers.

The SAFE agrees to indemnify, defend and save harmless CHP, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm or corporation who may be injured or damaged by any negligent act or omission by SAFE in the performance of this agreement. Indemnification by SAFE includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CHP, its elected officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The SAFE's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CHP, its elected officials, officers, employees, agents, or volunteers.

12. Any and all notices permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier including overnight delivery services. Each such notice shall be sent to the respective Party as the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with the section. A change in address may be made by notifying the other Party in writing.

To: Department of California Highway Patrol
Communications Centers Support Section
601 North 7th Street
Sacramento, CA 95811
(916) 843-4280

To: SAFE
Attn: Kelly Lynn, Chief of Air Quality Mobility Programs
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
(909) 884-8276

12. All services under this agreement shall be coordinated by:

    Department of California Highway Patrol
    Communications Centers Support Section
    601 North 7th Street
    Sacramento, CA 95811
    (916) 843-4280

13. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

14. Under no circumstances shall SAFE or its subcontractor(s) use the name "California Highway Patrol" or "CHP" to promote a product which is part of the call box system without the written consent of CHP.

15. Audits. SAFE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. SAFE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SAFE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

16. Disputes. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and SAFE. The arbitrator' s decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under the Agreement, and such continued performance of their duties under the Agreement, and such continued performance shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

Prior CHP Agreement 9R048000
CCSS Tracking #048CR1116
San Bernardino County SAFE Agreement C12239

STATE OF CALIFORNIA
Department of California Highway Patrol

J. T. Uyeda
Chief, Administrative Services Division

Date

SAN BERNARDINO
Service Authority for Freeway
Emergencies (SAFE)

Larry McCallon, President

Date

Penny Alexander-Kelley, SAFE Counsel

5/14/12
Date

Kathleen Murphy-Perez, Contracts Manager

5/16/12
Date

San Bernardino SAFE
c/o San Bernardino Associated Governments
Attention: SAFE Program Manager
1170 West 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Authority: SAFE Minute Action

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: June 6, 2012

Subject: Amendment No. 1 to Call Box Call Answering Services Contract

Recommendation:* Approve Amendment No. 1 to Contract No. 12005 providing for additional insurance and indemnity requirements with Professional Communications Network for Call Answering Center Services for San Bernardino, Riverside and Orange County call boxes. No additional funds are required for this Amendment.

Background: On November 2, 2011, the SANBAG Board of Directors awarded Contract 12005 (Contract) to Professional Communications Network (PCN) for Call Answering Center Services for San Bernardino, Riverside and Orange County call boxes. The Contract was for a three-year period, not to exceed $752,123, which included three one-year options.

Subsequent to the approval of the Contract, Riverside County Transportation Commission (RCTC) requested that PCN broaden their insurance coverages and indemnification to include RCTC. Since Orange County Transportation Authority (OCTA) is also a party to the Contract with PCN, the Amendment will extend the same coverages to them.

This Amendment requires no additional action and provides for no additional responsibility or cost on behalf of SANBAG.

*

Approved
Board of Directors

Date: June 6, 2012

Moved: Second:

In Favor: Opposed: Abstained:

Witnessed: _____

COG		CTC		CTA		SAFE	X	CMA	

Check all that apply.
BRD1206d-nm
Attachments: C1200501

Financial Impact: No additional funds are required for this Amendment No. 1; however, funds for the original Contract 12005 Call Box/Call Answering Services are included in the FY 2011/2012 budget, Task No. 0702, Call Box.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on May 16, 2012. The amendment to the contract has been reviewed and approved by the SANBAG Contracts Manager and by SANBAG Counsel as to form.

Responsible Staff: Duane A. Baker, Director of Management Services

BRD1206d-nm
Attachments: C1200501

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12-005 Amendment No. 1

By and Between

Professional Communications Network and San Bernardino Associated Govts.

Contract Description Call Box/Call Answering Services

Board of Director's Meeting Date: 6/6/12
Overview of BOD Action: Approve Amendment No. 1 to provide for additional insurance requirements at no change to the Not-to-Exceed Amount.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	752,123	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$	0	**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	752,123	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
11/2/11	6/30/15	

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Amendment providing for additional insurance requirements

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 702.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☒ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
The California DMV collects the annual $1 vehicle registration fee from vehicles registered in San Bernardino County for use in maintaining and operating the Call Box program.
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

mm 5/19/12

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

DUANE BAKER	Duane A. Baker	5-8-12
Task Manager (Print Name)	Signature	Date
Nikki Miller	Nikki Miller	5/7/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY-PEREZ	Kathleen Murphy Perez	5/16/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI	[signature]	5/16/12
Chief Financial Officer Signature (Print Name)	Signature	Date

AMENDMENT NO. 1 TO

CONTRACT NO. 12005

BETWEEN

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

PROFESSIONAL COMMUNICATIONS NETWORK

THIS AMENDMENT NO. 1 is effective on the "Effective Date" identified herein, by and between the San Bernardino Service Authority for Freeway Emergencies ("SAFE"), and Professional Communications Network ("CONSULTANT").

RECITALS:

WHEREAS "SAFE" and the "CONSULTANT", entered into an Agreement dated November 2, 2011, hereinafter called "MASTER AGREEMENT", for the purpose of providing certain call box answering services; and

WHEREAS, the Riverside County Transportation Commission acting as the Riverside County Service Authority for Freeway Emergencies ("Riverside SAFE") and SAFE have entered into or intend to enter into a separate cooperative agreement pursuant to which Riverside SAFE has agreed to help fund a portion of the Services provided under the Master Agreement, as such Services will benefit Riverside SAFE. The foregoing cooperative agreement is contingent on Riverside SAFE being named as an indemnified party and an additional insured under the Master Agreement; and

WHEREAS, the Orange County Transportation Authority acting as the Orange County Service Authority for Freeway Emergencies ("Orange SAFE") and SAFE have entered into a separate cooperative agreement pursuant to which Orange SAFE has agreed to help fund a portion of the Services provided under the Master Agreement, as such Services will benefit Orange SAFE. The foregoing cooperative agreement is contingent on Orange SAFE being named as an indemnified party and an additional insured under the Master Agreement.

NOW THEREFORE, SAFE and CONSULTANT mutually agree to amend the contract as follows:

1. Amend Article 20, "**INSURANCE**" to delete the section in its entirety and replace with the following:

"**ARTICLE 20. INSURANCE**

Without any way affecting the indemnity provision identified in this Contract, CONSULTANT shall, at the CONSULTANT's sole expense, and prior to the commencement of any work, procure and maintain in full force, insurance through the entire term of this Contract. The policies shall be written by a California admitted carrier with a Best rating of A-VII or better, and shall be written with at least the following limits of liability:

20.1 Professional Liability – Not Applicable.

20.2 Workers' Compensation – Worker's Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with $1,000,000 limits, covering all persons providing services on behalf of CONSULTANT and to all risks to such persons under this Contract.

20.3 Commercial General Liability – To include coverage for Premises and Operations, Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability, in an amount of not less than $1,000,000 per occurrence, combined single limit, and $2,000,000 in the aggregate written on an occurrence form. For products and completed operations a $2,000,000 aggregate shall be provided.

20.4 Automobile Liability – To include owned, non-owned and hired automobiles, in an amount of not less than $1,000,000, combined single limit, and in the aggregate occurrence form.

20.5 Proof of Coverage – CONSULTANT shall furnish certificates of insurance to SAFE, Riverside SAFE and Orange SAFE evidencing the insurance coverage required above, prior to the commencement of the performance of Services hereunder, and such certificates shall include San Bernardino Associated Governments/San Bernardino County Transportation Commission SAFE, Riverside SAFE, Orange SAFE and their officers, employees, agents and volunteers, as additional insureds on Commercial General Liability Insurance and liability insurance. Prior to commencing any work, CONSULTANT shall furnish SAFE with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONSULTANT will provide SAFE, Riverside SAFE and Orange SAFE thirty (30) days prior written notice of cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium CONSULTANT will provide SAFE, Riverside SAFE and Orange SAFE ten (10) days prior written notice. CONSULTANT shall maintain such insurance for the entire term of this Contract. The certificate(s) of insurance are to include the Contract number and Project Manager' name on the face of the certificate(s) and shall be submitted to SAFE's Contract Administrator.

20.6 Additional Insured – All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming SAFE, Riverside SAFE, Orange SAFE and their officers, employees, agents, and volunteers as additional insured's with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for SAFE, Riverside SAFE and Orange SAFE to vicarious liability but shall allow coverage for SAFE, Riverside SAFE and Orange SAFE to the full extent provided by the policy.

20.7 Waiver of Subrogation Rights- CONSULTANT shall require the carriers of Commercial General Liability, Automobile and Worker's Compensation to waive all rights of subrogation against SAFE, Riverside SAFE, Orange SAFE and their officers, employees, agents, volunteers, contractors, and subcontractors. All insurance coverage provided shall not prohibit CONSULTANT or CONSULTANT'S employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against SAFE, Riverside SAFE and Orange SAFE.

20.8 The Commercial General Liability Policy required herein is to be primary and non-contributory with any insurance carried or administered by SAFE, Riverside SAFE or Orange County SAFE.

2. Amend Article 21, "**INDEMNITY**" to delete the section in its entirety and replace with the following:

"ARTICLE 21. INDEMNITY

CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform the Services, and its duties and obligations, as contained herein, required to fully and adequately complete the Project. SAFE, Riverside SAFE and Orange SAFE expressly rely upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT shall defend, indemnify and hold harmless SAFE, Riverside SAFE, Orange SAFE and their officers, officials and employees for claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its employees, agents and contractors.

3. All other portions of this AGREEMENT, which are not altered by this Amendment, shall remain in full force and effect and are incorporated herein by this reference.

4. The Effective Date is the date in which SAFE executes this Amendment No. 1.

IN WITNESS WHEREOF, the parties below have signed and executed this Amendment No. 1 to Contract C12005.

PROFESSIONAL COMMUNICATIONS NETWORK

By:_____
Jeff White
Vice President

Date:_____

SAN BERNARDINO SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE")

By:_____
Larry McCallon
President, Board of Directors

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
SANBAG Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **15**

Date: June 6, 2012

Subject: Recommended Positions for State Legislation

Recommendation:* Support: a. AB 1444 (Feuer)
b. AB 1665 (Galgiani)
c. AB 1780 (Bonilla)
d. AB 2498 (Gordon)

Background: In the State Capitol, transportation policy committees are beginning to consider several dozen bills that have been introduced since January. Hearings are scheduled in the Assembly and Senate over the next several weeks. These bills will need to move out of their *House of Origin* by June 1st to remain alive. Below are four bills of interest staff is recommending the Board adopt support positions.

AB 1444 (Feuer) - Environmental Quality
This bill requires a lead agency to prepare a record of proceedings concurrently with the administrative process, streamlining the existing process for challenging California Environmental Quality Act (CEQA) environmental documents for a project. For CEQA actions challenged in court, requires the court to schedule a hearing regarding the record of proceedings within 30 days of respondent's filing of the statement of issues. The result will be a more efficient CEQA review process for litigants and the public.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.

BRD1206a-eh
BRD1206a1-eh

AB 1665 (Galgiani) - California Environmental Quality Act (CEQA) Exemption: Railroad Crossings
This bill specifies that CEQA does not apply to the closure of a railroad grade crossing by order of the Public Utilities Commission (PUC) when the PUC has found the crossing to present a threat to public safety. The language in this bill is non-controversial, and appears appropriate under a circumstance where a railroad crossing must be closed quickly to protect public safety.

AB 1780 (Bonilla) - Department of Transportation Project Study Reports
This bill directs Caltrans to pay for the review and approval of locally-sponsored Project Initiation Documents (PIDs) for projects on the state highway system. These include projects that are in an adopted regional transportation plan, a voter-approved county sales tax measure expenditure plan, or other voter-approved transportation program. Requiring local agencies to reimburse Caltrans to review and approve PIDs has delayed or stalled transportation projects impacting the state highway system. By eliminating this new reimbursement policy, AB 1780 will streamline the oversight process of locally-sponsored PIDs.

AB 2498 (Gordon) - Department of Transportation Construction Manager/General Contractor
This bill authorizes Caltrans to use an alternative procurement method referred to as Construction Manager/General Contractor (CM/GC), and states the intent of the Legislature to authorize the use of CM/GC as a cost-effective option for constructing transportation projects. Caltrans would use CM/GC when it anticipates that doing so will result in reduced project costs or expedite project completion.

For a list of all State bills SANBAG has taken positions on and is tracking please see Attachment #1.

Financial Impact: This item has no impact to the FY 2011/2012 SANBAG Budget.

Reviewed By: This item was unanimously approved by the Administrative Committee on May 9, 2012.

Responsible Staff: Eric Haley, Interim Legislative Director

BRD1206a-eh
BRD1206a1-eh

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
Bills that have been to a SANBAG Board or Policy Committee						
AB 441 (Monning) Sen. Transportation & Housing	Health	This bill requires the Governor's Office of Planning and Research to voluntarily develop guidelines for local and regional agencies to incorporate health issues into local or regional general plans and requires the CTC to include health issues in guidelines circulated by the CTC for the preparation of regional transportation plans.	Oppose	SANBAG supports budget and CTC allocations to fully fund projects for San Bernardino County included in the State Transportation Improvement Program, State Highway Operation and Protection Program, and the Measure I Expenditure Plan.	Support: California Pan-Ethnic Health Network & AQMD	Approved 5/2/2012
AB 890 (Olsen & Perea) Sen. Environmental Quality	CEQA	This bill, until January 1, 2016, would exempt city roadway improvement projects from the requirements of the California Environmental Quality Act (CEQA) if the project is within the existing right-of-way.	Support	SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination.	Support: CSAC, League of California Cities Opposition: The Planning and Conservation League & Sierra Club CA	Approved 5/2/2012
SB 446 (Dutton) Asm. Local Government Hearing: 6/27	ONT Airport	Local control of ONT Airport.	Support	Support local control of the Ontario International Airport in recognition of its goods movement and passenger impacts on San Bernardino County.	Support: City on Ontario (sponsor), County of San Bernardino…	Approved 5/1/2011
SB 986 (Dutton) (Heard 5/7 put on Sen. Appropriations Suspense File)	RDA	Allows successor agencies to keep former redevelopment agencies' bond proceeds and enter into new enforceable obligations funded by bond proceeds.	Support	SANBAG supports the continued regional decision making governing the use of all current funding sources.	Support: Cities of: Colton, Ontario, Rancho Cucamonga, Victorville, Grand Terrace, the County of San Bernardino, & League of California Cities	Approved 5/2/2012

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
AB 1600 (Torres) Asm. Appropriations	Gold Line	Extends Metro Gold Line Foothill Extension Construction Authority's light rail project to include the City of Montclair; and requires the Los Angeles County Metropolitan Transportation Authority (LAMTA) to assume responsibility for operation of all completed phases of the Gold Line.	Support w/ Amendments	SANBAG will advocate for high speed, and higher speed rail investment in San Bernardino County and connectivity with local and regional transit.	Support: City of Montclair, City of Ontario, County of San Bernardino, LAMTA	Approved 5/2/2012
AB 1444 (Feuer) Asm. Appropriations	CEQA	Requires the lead agency for a project reviewed under CEQA to prepare and certify the record of proceedings concurrently with the administrative process for certain environmental documents. For CEQA actions challenged in court, requires the court to schedule a hearing regarding the record of proceedings within 30 days of respondent's filing of the statement of issues.	Recommend Support	SANBAG will work to ensure that existing innovative project delivery tools are available and effective.	Support: California Manufacturers & Technology Association	Pending Board Approval 6/6/12
AB 1665 (Galgiani) Asm. Appropriations	CEQA	Specifies that CEQA does not apply to the closure of a railroad grade crossing by order of the PUC when the PUC has found the crossing to present a threat to public safety.	Recommend Support	SANBAG will advocate for a safe, funded, and growing rail system in Southern California.	Support: PUC (sponsor), American Council of Engineering Companies of CA & CA State Council of Laborers	Pending Board Approval 6/6/12

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
AB 1780 (Bonilla) Asm. Appropriations	PIDs	This bill amends Caltrans protocols for conducting project study reports (PSR) for transportation projects on the state highway system and assigns cost-sharing responsibilities for the completion of PSR's. This bill assigns Caltrans with the responsibility to develop PIDs and to pay for costs to review and approve those locally-produced PIDs for projects on the state highway system that are in established programming documents. For all other projects, Caltrans's costs for review and approval of the PIDs are to be paid by the entity performing the work.	Recommend Support	SANBAG will advocate for reforms to ensure projects are delivered faster with more coordination.	Support: Self-Help Counties Coalition (sponsor) & Santa Clara Valley Transportation Authority	Pending Board Approval 6/6/12
AB 2498 (Gordon) Asm. Appropriations	Construction Manager/ General Contractor	Authorizes Caltrans to use an alternative procurement method referred to as Construction Manager/General Contractor (CM/GC). Caltrans anticipates that doing so will result in reduced project costs or expedite project completion.	Recommend Support	SANBAG will work to ensure that existing innovative project delivery tools are available and effective.	Support: Caltrans (Sponsor) & Associated General Contractors	Pending Board Approval 6/6/12

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
Bills being reviewed						
AB 2405 (Blumenfield) Sen. Transportation & Housing Hearing: 6/12	HOT Lanes	Exempts qualifying clean alternative fuel vehicles from toll charges imposed on single-occupant vehicles in HOT lanes, unless prohibited by federal law. The bill specifically provides that this exemption does not apply to the imposition of tolls on toll roads, toll highways, or toll bridges.	Tracking	Not Applicable	Support: AQMD, CA Natural Gas Vehicle Coalition, CA Electric Transportation Coalition, CALSTART & Clean Energy Opposed: RCTC, CTA & American Council of Engineering Companies	
SB 749 (Steinberg) Asm. Transportation	CTC	This bill establishes a procedure for the CTC to adopt guidelines. It is intended to specify a more formal process for the Commission to follow when it adopts guidelines and would exempt the adoption of those guidelines from the requirements of the Administrative Procedure Act.	Tracking	Support continued regional decision making governing the use of all current funding sources.	Self-Help Counties is watching the bill	

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
SB 1003 (Wolk) Sen. Government & Finance	Brown Act	Amends the Brown Act to specify that a district attorney or any interested person may commence an action by mandamus, injunction, or declaratory relief to determine whether the Brown Act applies to a local legislative body's past actions, as well as threatened future actions. The bill establishes a procedure for filing an action, limiting filings for past actions to one year, requiring a letter be submitted to the local agency setting forth the alleged violation, and allowing the local agency 30 days to respond prior to proceeding with a legal action.	Tracking	Not Applicable	Opposed: League of CA Cities, CSAC & Regional Council of Rural Counties	
SB 1117 (Desaulnier) Sen. Appropriations	Rail	This bill places new responsibility on the CTC to provide state overview of all rail operations through a new expanded rail plan. Caltrans would continue to do the actual support work, with policy guidance and approval by the CTC. Currently the CTC relies on Caltrans to prepare its various documents; this has allowed the CTC to maintain a small staff that focuses on the needs of the commissioners to address transportation policy issues, without the inevitable distractions of managing a large staff. This bill is silent on where the responsibility rests for preparing the rail transportation plan.	Tracking	Support equitable distribution of the funding for bus and rail services in California.	Support: Sen. Desaulnier (Sponsor)	

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
SB 1151 (Steinberg) Sen. Appropriations	RDA	The bill requires joint powers authorities to develop Long Range Asset Management Plans to maximize the social and economic value of the former redevelopment agency assets for the public sector. The plans would include detailed valuation and environmental contamination information on a parcel-by-parcel basis and facilitate the integration of properties into local land use plans. The bill authorizes the use of the trust funds to finance public and private infrastructure needed for infill development.	Tracking	Support continued regional decision making governing the use of all current funding sources.	Support: BRIDGE Housing, California Infill Builders Association, California Labor Federation, CSAC, DMB Pacific Ventures, Los Angeles Alliance for a New Economy & Mission Bay Development Group. CSAC is "Supporting w/ Amendments"	
SB 1396 (Dutton) Sen. Transportation & Housing (Hearing: 5/8 Canceled at the request of the Author)	Gas Tax	Would exclude from the terms "gross receipts" and "sales price" the amount charged at retail for gasoline and diesel fuels in excess of $3.88 or $3.52 per gallon, respectively, as provided. This bill would require the State Board of Equalization to reduce, but not increase, certain excise tax rates on gasoline and diesel fuels to maintain revenue neutrality.	Tracking	SANBAG will advocate for stable State funding, indexed for population growth, for transportation projects in San Bernardino County; and request that the State honor all of its previous commitments without imposing unfunded mandates.		

Bill	Issue	Summary	Recommended Position	Platform	Known Support/Opposition	Position Taken
ACA 23 (Perea)	Voting Requirement	Would change the vote requirement for local transportation taxes from 2/3 to 55% of the voters within the jurisdiction. This would apply to cities, counties and special districts. As for taxes, it does not specify, other than to exclude sales taxes on property sales. Any tax authority granted to a local government would be eligible under this measure to be approved under the 55%.	Tracking	Not Applicable	Support: League of Cities	

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: June 6, 2012

Subject: Utility Agreements for Interstate 215 (I-215) Bi-County High Occupancy Vehicle (HOV) Gap Closure and the Newport Road Overcrossing Projects

Recommendation:* Approve fifteen (15) Utility Agreements for the relocation of existing utilities within the boundaries of the I-215 Bi-County HOV Gap Closure and the Newport Road Overcrossing Projects, as identified in Table 1.

Background: **These are new Utility Agreements.** In February 2009, the Board authorized staff to start project development activities for the I-215 Bi-County HOV Gap Closure Project. The Project involves the construction of approximately 7.5 miles of HOV lanes between the 60/91/215 Interchanges in the City of Riverside, and Orange Show Road in the City of San Bernardino. The Environmental Document for the Project was approved in April 2011, and Right-of-Way (ROW) activities are nearing completion. In addition to the acquisition of partial takes, permanent easements and temporary construction easements, the Project will also require the relocation of a number of existing utilities.

In March 2011, the SANBAG Board approved ROW Cooperative Agreement No. C11090 with Caltrans for the ROW phase of the I-215 Bi-County HOV Gap Closure Project. In January 2012, the SANBAG Board also approved Right-of-Way Cooperative Agreement No. C11015 with Caltrans for the acquisition of properties required for the replacement of the Newport Road Overcrossing as part of the I-215 Bi-County HOV Project.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed:

COG		CTC	X	CTA		SAFE		CMA	

BRD1206a-ks
Attachments: C12199, C12200, C12201, C12204, C12205, C12206, C12207, C12208, C12209, C12210, C12211, C12249, C12250, C12251, C12252

Under Agreements C11090 and C11015, SANBAG is responsible for funding the ROW phase, including the cost for relocating existing utilities that are in conflict with the Projects. Before any existing utilities can be relocated, utility agreements with the respective utility owners must be executed. Since SANBAG is the lead agency for ROW and is responsible for 100% of the cost, SANBAG must execute the Utility Agreements. Table 1 below provides a summary of the subject agreements and the estimated total cost for each agreement, which includes a 20% contingency for potential changes to cost and/or scope.

Table 1

Contract Number	Utility Owner	Description of Utility Work	Estimated Cost
C12199	Southern California Edison	Relocation of Electric Facilities	$409,090
C12200	Southern California Edison	Relocation of Electric Facilities	$99,076
C12201	Southern California Edison	Relocation of Electric Facilities	$569,693
C12204	Southern California Gas Company	Gas Relocation	$1,920,000
C12205	City of Colton Electric	Overhead Pole and Line Relocation	$25,091
C12206	City of Colton Sewer	Manhole and Line Relocation	$72,648
C12207	City of Colton Water	Fire Hydrant and Gate Valve Relocation	$18,000
C12208	Riverside Public Utilities -Electric	Overhead Pole and Line Relocation	$472,139
C12209	Kinder Morgan Energy Partners, L.P.	Petroleum Line Inspection	$30,000
C12210	Sprint	Underground Fiber Optic Relocation	$583,476
C12211	Riverside Highland Water Company	Water Line Relocation	$116,400
C12249	Southern California Edison	Relocation of Electric Facilities	$204,545
C12250	Southern California Edison	Relocation of Electric Facilities	$99,076
C12251	Southern California Gas Company	Gas Relocation	$174,256
C12252	Verizon	Relocation of Telephone Facilities	$209,796
		TOTAL	**$5,003,286**

Staff is recommending approval of Utility Agreements C12199, C12200, C12201, C12204, C12205, C12206, C12207, C12208, C12209, C12210, C12211, C12249, C12250, C12251, and C12252 to keep the project on schedule. Table 2 below summarizes the current project schedule:

Table 2

Environmental Approved	April 2011
Design Approved & R/W Certified	May 2012
Start Construction	September 2012
End Construction	May 2015

BRD1206a-ks
Attachments: C12199, C12200, C12201, C12204, C12205, C12206, C12207, C12208, C12209, C12210, C12211, C12249, C12250, C12251, C12252

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget. Funding is provided under Task No. 0839. The funding source is Congestion Mitigation Air Quality, and MSI – 1990 Valley Major Projects.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved the form of the agreements.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1206a-ks
Attachments: C12199, C12200, C12201, C12204, C12205, C12206, C12207, C12208, C12209, C12210, C12211, C12249, C12250, C12251, C12252

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12199 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV project – Utiltiy Agreement

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utility Agreement C12199

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	409,090	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	409,090	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	409,090

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC) and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC) and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA	[signature]	4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY-PEREZ	[signature]	5/2/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI	[signature]	
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12199

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**Caltrans Approved U-12, 13 and 30**

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22457 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22457 dated 3/15/2012, OWNER shall relocate (2) Locations. Location (1) Edison Transmission facilities located on the East side of I215 near existing BNSF Railroad between De Berry Street and Pico Street. Location (2) Existing Power Pole #4387041E E. side of I215 at the N.W. corner of Newport Ave and Canal St. All work shall be performed substantially in accordance with OWNER's Caltrans Approved Plan # U-12, 13 and 30 consisting of 1 sheet each, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities described in Section 1 above will be relocated at 100 % SANBAG expense in accordance with Section 5A of the Master Contract dated Nov. 1st, 2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, and Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the

project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

SANBAG will acquire new rights of way in the name of either SANBAG or OWNER through negotiation or condemnation and when acquired in SANBAG's name, shall convey same to OWNER by Easement Deed. SANBAG's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. OWNER shall reimburse SANBAG all costs for the easement.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$409,090.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22457

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Southern California Edison

APPROVED

By:_____

Date:_____

By:_____

Date:_____

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12200 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Agreement

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12200

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	99,076	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	99,076	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	99,076

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2015	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC) and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC) and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY-PEREZ	Kathleen Murphy-Perez	5/2/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12200

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**Caltrans Approved Sheet 3/4 and 4/4**

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22456 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22456 dated 3/15/2012, OWNER shall relocate existing facilities. (2) Locations: (1) Relocate your Facility, Power Pole #2216768E located E. of I215 and N. side of Newport Ave. Bridge to avoid conflict with proposed new bridge work. (2) Relocate Facility Power Pole #1289692E located at Center Ave North bound exit ramp in Caltrans R/W to avoid conflict with proposed retaining wall. All work shall be performed substantially in accordance with OWNER's Plan #3/4 and #4/4 consisting of 1 sheet each, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22456

II. LIABILITY FOR WORK

Location (1) the existing facilities described above will be relocated at 100% SANBAG's expense in accordance with Section 5A of the Master Contract dated 11/1/2004. Location (2) The existing facilities described above will be relocated at 100% Owner expense in accordance with Section 5B of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above. OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to

SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, and Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22456

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$99,076.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22456**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Southern California Edison

APPROVED

By:_____

Date:_____

By:_____

Date:_____

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12201 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12201

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	569,693	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	569,693	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	569,693

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

mm 5/1/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKY		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12201

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**190-2202-1, 196-2205-1 & 800126420**

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22645 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
Electric communication facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric communication facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22645 dated 3/15/12, OWNER shall relocate Edison Communication facilities in (3) Locations: (1) Relocate your facilities and remove two existing PP's #1766610E and #1766609E to avoid conflict with proposed BNSF track shoofly (2) Remove PP's #X508S and #705412E to avoid conflict with BNSF Bridge construction (3) Relocate your facilities and remove PP's #12515705E and #1420599E to avoid conflict with new Newport Ave Bridge construction. All work shall be performed substantially in accordance with OWNER's Plan 190-2202-1, 196-2205-1 & 800126420 consisting of 1 sheet each,(3 sheets total) a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the

work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG expense.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22645

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement. to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$569,693.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22645**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Southern California Edison

APPROVED

By:_____

Date:_____

By:_____

Date:_____

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12204 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Gas Company

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12204

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	1,920,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	1,920,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	1,920,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12204

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	Caltrans stamped approved plan dated 4/13/12

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22698 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Gas Company

Hereinafter referred to as "Owner", owns and maintains
Gas facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of gas facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Revised Notice to Owner No. 22698 dated 4/13/2012, OWNER shall Abandon SCG 12" HP gas main from approximately sta. 23+00 to approximately sta.45+00 and Install new 12" HP Gas Line under the existing railroad at De Berry and thru La Cadena Dr. All work shall be performed substantially in accordance with OWNER's approved Caltrans stamped plan dated 4/13/12 consisting of 1 sheet, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22698

II. LIABILITY FOR WORK

The existing facilities will be relocated at 100 % SANBAG's expense in accordance with Section 5A of the Master Contract dated November 1, 2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the Herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills

not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

UTILITY AGREEMENT NO. 22698

If SANBAG'S project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

SANBAG will acquire new rights of way in the name of either SANBAG or OWNER through negotiation or condemnation and when acquired in SANBAG's name, shall convey same to OWNER by Easement Deed.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$1,920,000.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22698**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Southern California Gas Company

APPROVED

By:_____

Date:_____

By:_____

Date:_____

CONTRACT SUMMARY SHEET

Contract No. C 12205 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and City of Colton Electric

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12205

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	25,091	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	25,091	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	25,091

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ		5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12205

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	Plan #1 and Plan #2

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22462 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I-215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

City of Colton Electric

Hereinafter referred to as "Owner", owns and maintains
(2) locations: (1)Electric facilities transiting Interstate Route 215 N. of Main Street and (2)Pole Guy at W. La Cadena Drive / Iowa Avenue intersection.

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22462, dated 2/16/2012, OWNER shall relocate electric facilities transiting I215 North of Main Street and relocate Pole Guy at W. La Cadena / Iowa Ave intersection. All work shall be performed substantially in accordance with OWNER's Plan #1 And Plan #2 consisting of 1 sheet each, prelim design received on 2/1/2012 and 2/16/12, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22462

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG's and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that the SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after

receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. **22462**

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$25,091.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22462**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
City of Colton Electric

APPROVED

By:_____
Sarah S. Zamora
Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12206 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and City of Colton Sewer

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12206

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	72,648	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	72,648	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	72,648

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

mm 5/1/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5-1-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12206

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	2640

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22464 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road bridge will be removed only, the BNSF Railway bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

City of Colton Sewer

Hereinafter referred to as "Owner", owns and maintains
Sewer facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of sewer facilities along I215

To accommodate SANBAG Project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22464, dated 2/16/2012, OWNER shall relocate sewer facilities within South La Cadena. All work shall be performed substantially in accordance with OWNER's Plan #2640 consisting of 1 sheet, prelim design received on 11/21/2011 a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at SANBAG's expense under the provisions of Section (703) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that the SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.
OWNER shall

UTILITY AGREEMENT NO. 22464

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$72,648.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22464

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
City of Colton Sewer

APPROVED

By:_____
Sarah S. Zamora
Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12207 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and City of Colton Water

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12207

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	18,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	18,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	18,000

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ		5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

5/1/12

UTILITY AGREEMENT
SANBAG Agreement No. C12207

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	#7665

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22463 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

City of Colton Water

Hereinafter referred to as "Owner", owns and maintains
Water facilities along South La Cadena Drive just N. of Maryknoll Drive

Within the limits of SANBAG Project which requires
Relocation of fire hydrant and gate valve within City right of way

To accommodate SANBAG Project.

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22463, dated 2/16/2012, OWNER shall relocate fire hydrant and gate valve facility within City right of way along South La Cadena Drive. All work shall be performed substantially in accordance with OWNER's Plan #7665 consisting of 1 sheet, prelim design received on 1/18/2012 a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22463

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$18,000.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22463

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
City of Colton Water

APPROVED

By:_____
Sarah S. Zamora
Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
City Attorney

CONTRACT SUMMARY SHEET

Contract No. C 12208 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Riverside Public Utilities - Electric

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12208

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	472,139	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	472,139	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	472,139

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

5/1/12

UTILITY AGREEMENT
SANBAG Agreement No. C12208

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	1214560

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22465 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Riverside Public Utilities-Electric

Hereinafter referred to as "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22465 dated 2/16/2012, OWNER shall relocate Electric facilities within West and East La Cadena. All work shall be performed substantially in accordance with OWNER's Plan #1214560 consisting of 1 sheet, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of the SANBAG and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

UTILITY AGREEMENT NO. 22465

It is understood and agreed that the SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22465

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

Such Director's Easement Deeds as deemed necessary by SANBAG will be delivered to OWNER, conveying new rights of way for portions of the facilities relocated under this Agreement, over available SANBAG owned property outside the limits of the highway right of way.

SANBAG will acquire new rights of way in the name of either the SANBAG or OWNER through negotiation or condemnation and when acquired in SANBAG'S name, shall convey same to OWNER by Director's Easement Deed. SANBAG'S liability for such rights of way will be at the proration shown for relocation work involved under this Agreement.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on State highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$472,139.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22465**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Riverside Public Utilities-Electric

APPROVED

By:_____
Scott Barber
City Manager

Date:_____

By:_____
Susan Wilson
Deputy City Attorney

Date:_____

CONTRACT SUMMARY SHEET

Contract No. C 12209 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Kinder Morgan Energy Partners, LP

Contract Description I-215 Bi-County HOV Project – Petroleum Line Inspection

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12209

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	30,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	30,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	30,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Gary Cohoe	Gary Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAJDARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12209

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	10-1038-1

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22467 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Kinder Morgan Energy Partners, L.P.

Hereinafter referred to as "Owner", owns and maintains
Petroleum facilities within UPRR right of way South of Steel Road and West. of Hunts Lane.

Within the limits of SANBAG Project which requires
Inspection of petroleum facilities within railroad right of way

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22467 dated 2/16/12, OWNER shall provide inspection services for pile and footing work being performed near Kinder Morgan facility within UPRR South of Steel Road. All work shall be performed substantially in accordance with OWNER's cost estimate received on 12/7/11 a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement,

and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

UTILITY AGREEMENT NO. 22467

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$30,000.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22467

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Kinder Morgan Energy Partners, L.P.

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12210 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Sprint

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12210

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	583,476	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	583,476	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	583,476

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ		5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12210

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**#92766W35: Phase (1) & Phase (2)**

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22468 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Sprint Communications Company, L.P. Sprint Parkway, MS: KSOPHT0101-Z2040, Overland Park, Kansas 66251

Hereinafter referred to as "Owner", owns and maintains
Fiber optic facilities transiting Interstate Route 215 within BNSF railroad right of way.

Within the limits of SANBAG Project which requires
Relocation of fiber optic facilities within railroad right of way transiting I215.

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22468 dated 3/12/2012, OWNER shall relocate fiber optic facilities located within the BNSF right of way in (2) Phases. Phase (1) Ready approximately June 2013 Phase (2) Ready approximately May 2014 All work shall be performed substantially in accordance with OWNER's Plan #92766W35: Phase (1) and Phase (2) consisting of 9 sheets, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

UTILITY AGREEMENT NO. 22468

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22468

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$583,476.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22468**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Sprint Communications Company, L.P.

APPROVED

By:_____
Name/Title

Date:_____

By:_____
Name/Title

Date:_____

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12211 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Riverside Highland Water Company

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12211

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	116,400	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	116,400	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	116,400

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds	☐ State Funds	☒ Local Funds	☐ TDA Funds	☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Gary Cohoe		5-1-12
Task Manager (Print Name)	Signature	Date
KHALIL SABA		5-1-12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ		5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12211

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	1994

FEDERAL PARTICIPATION
On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22470 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Riverside Highland Water

Hereinafter referred to as "Owner", owns and maintains
Water facilities transiting Interstate Route 215 on the Newport Avenue Bridge

Within the limits of SANBAG Project which requires
Relocation of water facilities transiting I215 while Bridge is reconstructed

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22470 dated 2/16/2012, OWNER shall relocate water facility within Newport Avenue Bridge. All work shall be performed substantially in accordance with OWNER's Plan #1994 consisting of 1 sheet, prelim design received on 11/21/2011 a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

Existing facilities are located in their present position pursuant to rights superior to those of SANBAG and will be relocated at SANBAG's expense.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to

SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. **22470**

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$116,400.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22470**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

Owner:
Riverside Highland Water

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

CONTRACT SUMMARY SHEET

Contract No. C 12249 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12249

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	204,545	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	204,545	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	204,545

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Gary Cohoe	Gary Cohoe	5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY-PEREZ	Kathleen Murphy-Perez	5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12249

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**TD561697**

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22707 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter referred to as "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22707 dated 3/15/2012, OWNER shall relocate Edison Transmission facilities located at (2) Locations (1) PP's #4168954E & #4259160E located on W. La Cadena Dr. between Main St.& Maryknoll Ave. (2) PP's #4286983E & #4286951E located between Maryknoll Ave and the intersection of W. La Cadena Dr. and Iowa Ave. All work shall be performed substantially in accordance with OWNER's Caltrans Approved Plan # 561697 consisting of 2 sheets a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22707

II. LIABILITY FOR WORK

The existing facilities described in Section I above will be relocated at 50% SANBAG's and 50% Owner expense in accordance with Section 5C of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the

project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$204,545.00**

Signatures on Following Page

UTILITY AGREEMENT NO. 22707

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Southern California Edison

APPROVED

By:_____

Date:_____

By:_____

Date:_____

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12250 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Edison

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12250

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	99,076	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	99,076	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	99,076

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds ☐ State Funds ☒ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Gary Cohoe		5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SABA		4-25-2012
Project Manager (Print Name)	Signature	Date
ATHLEEN MURPH-PEREZ		5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12250

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	**Caltrans Approved Sheet 2/4**

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22708 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Edison

Hereinafter called "Owner", owns and maintains
Electric facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of electric facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22708 dated 3/15/2012, OWNER shall relocate existing Distribution facilities PP #'s 4169777E & PP 1981346E located on W. La Cadena between Kluk Ln. and Main St. All work shall be performed substantially in accordance with OWNER's Plan #2/4 consisting of 1 sheet, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22456

II. LIABILITY FOR WORK

The existing facilities described above will be relocated at 50% SANBAG expense and 50% OWNER expense in accordance with Section 5C of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above. OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22456

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$99,076.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22456**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Owner:
Southern California Edison-Distribution

APPROVED

By:_____

Date:_____

By:_____

Date:_____

CONTRACT SUMMARY SHEET

Contract No. C 12251 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Southern California Gas

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12251

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	174,256	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	174,256	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	174,256

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds	☐ State Funds	☒ Local Funds	☐ TDA Funds	☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

mm 5/1/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe		5-1-2012
Task Manager (Print Name)	Signature	Date
KHALIL SAGA		4-25-2012
Project Manager (Print Name)	Signature	Date
Kathleen Murphy Perez		for 5-2-12
Contracts Manager (Print Name)	Signature	Date
William Stinnett		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12251

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	Location (1) #81708.000, Location (2)#81709.000

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22460 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Southern California Gas Company

Hereinafter referred to as "Owner", owns and maintains
Gas facilities along Interstate Route 215

Within the limits of SANBAG Project which requires
Relocation of gas facilities along I215

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22460 dated 2/24/2012, OWNER shall relocate 2" gas facilities at two locations. Location (1) Within East La Cadena Drive, North of Villa Street from sta. 549+25 – 551+25. Location (2) Within La Crosse Street, South of Barton Road from sta. 59+25 – 75+50. All work shall be performed substantially in accordance with OWNER's Plan (1)#81708.000 and Plan (2)#81709.000 consisting of 1 sheet and 3 sheets respectively, a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4rd Street, Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

UTILITY AGREEMENT NO. 22460

II. LIABILITY FOR WORK

The existing facilities described in Section 1 above will be relocated at 50% SANBAG's expense and 50% OWNER expense in accordance with Section 5c of the Master Contract dated 11/1/2004.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

UTILITY AGREEMENT NO. 22460

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

UTILITY AGREEMENT NO. **22460**

If SANBAG'S project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between SANBAG and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$174,256.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22460**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

Owner:
Southern California Gas Company

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12252 Amendment No. _____

By and Between

San Bernardino Associated Governments (SANBAG) and Verizon

Contract Description I-215 Bi-County HOV Project – Utiltiy Relocation

Board of Director's Meeting Date: June 6, 2012
Overview of BOD Action: Approve Utiltiy Agreement C12252

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW

Original Contract Amount	$	209,796	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	209,796	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	209,796

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
June 6, 2012	May 31, 2013	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0839.
☐ A Budget Amendment is required.
How are we funding current FY? CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects

☒ Federal Funds	☐ State Funds	☒ Local Funds	☐ TDA Funds	☒ Measure I Funds

Provide Brief Overview of the ***Overall*** *Funding for the duration of the Contract:*
CMAQ, Local (RCTC), and MSI 1990-Valley Major Projects
☒ Payable ☐ Receivable

mm 5/11/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Gary Cohen	Gary Cohen	5-1-12
Task Manager (Print Name)	Signature	Date
KHALIL SABA		5-1-12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEPER	Kathleen Murphy Peper by	5-2-12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/8/12
Chief Financial Officer Signature (Print Name)	Signature	Date

UTILITY AGREEMENT
SANBAG Agreement No. C12252

DISTRICT	COUNTY	ROUTE	POST MILE	EA
08	Riverside/San Bernardino	91 / I215	RIV 91, 21.5/21.7, RIV I215 43.2/45.2, I215 SBD I215 0.0/5.1	OM9401

FEDERAL AID NUMBER	OWNER'S PLAN NUMBER
CML6053(101)	#0592-8P0A0FR

FEDERAL PARTICIPATION

On the project ☒ YES ☐ NO On the Utilities ☒ YES ☐ NO

UTILITY AGREEMENT NO. 22469 DATE

San Bernardino County Transportation Authority, hereinafter referred to as "SANBAG", proposes to add High Occupancy Vehicle lanes on both north- and south-bound lanes of the Interstate 215 (I215) freeway between Spruce Street and Orange Show Road in the Counties of Riverside and San Bernardino ("Project"). Sound walls, retaining walls, and barrier walls will be added in various locations within the Project limits. The Union Pacific Rail Road Bridge will be removed only, the BNSF Railway Bridge will be reconstructed, and the Newport Avenue Bridge will be reconstructed.

Verizon

Hereinafter called "Owner", owns and maintains
Telephone facilities located within existing AT&T substructure system on Fairway Drive.

Within the limits of SANBAG Project which requires
Relocation of telephone facilities on Fairway Drive.

To accommodate SANBAG Project

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 22469 dated 3/9/2012, OWNER shall relocate telephone facilities at (2) locations. Location (1) Existing facilities within Fairway Drive beneath the I215. Location (2) Existing facilities are located about 800' N. of Fairway Dr. crossing the I215 at station 246+00. All work shall be performed substantially in accordance with OWNER's Plan #0592-8P0A0FR consisting of 6 sheets, received on 2/27/2012 a copy of which is on file at the District office of the Department of Transportation, at 464 W. 4th Street, San Bernardino CA 92401-1400.

Deviations from the OWNER's plan described above initiated by either SANBAG or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SANBAG and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities described above will be relocated at 50 % SANBAG's expense and 50% OWNER expense in accordance with Section 5 of the Master Contract dated 1/8/2004.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

OWNER shall ensure that the contractor hired to complete the work described herein obtain proof of insurance coverage sufficient to cover the risks involved with such work, and shall require that said contractor add SANBAG as an additional insured under such policies. OWNER's contract with the contractor shall require that the contractor indemnify and defend SANBAG for any claims or liability arising out of the contractor's or any subcontractor's performance of the work described herein.

Use of out-of-state personnel or personnel requiring lodging and meal ("per diem") expenses will not be allowed without prior written authorization by SANBAG representative. Requests for such permission must be contained in OWNER's estimate of actual and necessary relocation costs. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Transportation's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

OWNER shall indemnify and defend SANBAG for any claims or liability arising out of the OWNER's failure to comply with the prevailing wage requirements.

IV. PAYMENT FOR WORK

SANBAG shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission, whichever is applicable.

UTILITY AGREEMENT NO. **22469**

It is understood and agreed that SANBAG will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SANBAG for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount specified below may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SANBAG of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to SANBAG within 360 days after the completion of the work described in Section I above. If SANBAG has not received a final bill within 360 days after notification of completion of OWNER's work described in Section V of this Agreement, and SANBAG has delivered to OWNER fully executed Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, SANBAG will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SANBAG processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SANBAG shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SANBAG. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of SANBAG.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SANBAG upon receipt of SANBAG billing.

UTILITY AGREEMENT NO. 22469

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SANBAG Liability Claim Letter request of November 7, 2011 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SANBAG'S Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SANBAG will notify OWNER, in writing, and SANBAG reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SANBAG under the terms of this Agreement are contingent upon the acceptance of this Agreement by SANBAG's Board of Directors.

OWNER shall submit a Notice of Completion to SANBAG within 30 days of the completion of the work described herein.

It is understood that I215 is a Federal aid highway and accordingly, 23 CFR, Chapter 1,Part 645 is hereby incorporated into this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CFR 645.

THE ESTIMATED COST TO SANBAG FOR THE ABOVE DESCRIBED WORK IS **$209,796.00**

Signatures on Following Page

UTILITY AGREEMENT NO. **22469**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

Owner:
Verizon

APPROVED

By:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Penny Alexander-Kelley
General Counsel

CONCURRENCE:

By:_____
Kathleen Murphy-Perez
Contracts Manager

APPROVAL RECOMMENDED:

By:_____
Pete Castelan Date
Utility Coordinator
Overland, Pacific & Cutler, Inc.

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **17**

Date: June 6, 2012

Subject: Interstate 15 (I-15)/Ranchero Road Interchange and Frontage Roads

Recommendations:* 1. Approve the I-15/Ranchero Road Interchange Project Plans, Specifications, and Estimates (PS&E), and the frontage roads packages.

2. Authorize the Director of Project Delivery to advertise Invitation for Bids (IFB) No. C13001 in June 2012, to obtain construction bids for the I-15/Ranchero Road Interchange and frontage roads project.

3. Authorize staff to proceed directly to the Board without prior Mountain Desert Committee approval for the award of Construction Contract No. C13001.

Background: The City of Hesperia has taken the lead on the design and right-of-way acquisition phase of work for the I-15/Ranchero Road Interchange and frontage roads project. Now that this phase is complete, construction is set to commence. SANBAG has agreed to serve as the implementing agency for construction of the project.

In March 2012, the Board approved a funding plan allocating $44.1 million of federal, state, and local dollars to the construction of the interchange. While the Board was asked to approve this funding plan, staff advised that there was a strong possibility that there was an opportunity for an additional $21.1 million under the Corridor Mobility Improvement Account (CMIA) which is the subject of Agenda Item No. 36 also concerning the I-15/Ranchero Road project. Since then the California Transportation Commission allocated CMIA funds on May 23, 2012 to this project with the requirement that the construction contract is

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206b-bmf

advertised no later than 30 days after the allocation. Along with this requirement, the CTC expects that award of a construction contract to occur within 6 months of allocation.

Recommendation No. 1 In May 2012, the SANBAG Board approved a construction cooperative agreement with Caltrans defining the roles and responsibilities of the signatory agencies (Caltrans and SANBAG) in funding and administering construction of the I-15/Ranchero Road Interchange and frontage roads. SANBAG is responsible for all construction capital and support costs. As stated above, the estimated cost of constructing and administering the project is $44.1 million.

In March 2012, the I-15/Ranchero Road Interchange PS&E were approved by Caltrans, and in April 2012, the frontage road plans were approved by the City of Hesperia. At this time, staff is requesting SANBAG Board approval of the PS&E and frontage road plans package.

Recommendation No. 2 Staff is also requesting SANBAG Board approval for the Director of Project Delivery to advertise Invitation for Bids C13001 to obtain bids for the project. SANBAG anticipates advertising this project for bid in June 2012, based on approval of Recommendations No. 1 and 2 of this agenda item, with bid opening scheduled the same day as the July Mountain Desert Committee, Friday, July 20, 2012.

Recommendation No. 3 The CTC requires that a project receiving a CMIA allocation be advertised within 30 days of the allocation. The language from the CTC Resolution states:

> "2.8 BE IT FURTHER RESOLVED THAT the Commission requires the implementing agency to advertise the project for construction within 30 days of receiving an allocation from the Commission, and"

To meet this requirement and since the construction contract will be awarded based on verification of the lowest responsive, responsible bidder in accordance with state law and SANBAG policy, staff is recommending the award of the construction contract be taken directly to Board without prior policy committee review. The bid opening is scheduled for July 20, 2012, which is the same day as the Mountain Desert Committee meeting.

Financial Impact: These items are consistent with the adopted Fiscal Year 2012/2013 budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain Desert Committee on May 18, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1206b-bmf

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **18**

Date: June 6, 2012

Subject: Interstate 215 (I-215) North Segment 1 Right-of-Way Cooperative Agreement Amendment

Recommendation:* Approve Amendment No. 3 to Cooperative Agreement No. A04060 with Caltrans for the right-of-way work on Segment 1 of the I-215 corridor through the City of San Bernardino to extend the termination date to June 30, 2014.

Background: **This is a Cooperative Agreement Amendment for a time extension only.** This cooperative agreement for right-of-way work in Segment 1 of the I-215 corridor through San Bernardino was originally approved by the SANBAG Board on May 5, 2004. This cooperative agreement specifies the right of way funding and roles and responsibilities between SANBAG and Caltrans, and has been amended twice to include additional right-of-way parcels and their funding, as well as extending the duration of the contract to June 30, 2012. There is still one property going through the eminent domain process, as well as some final disposition of excess land. Therefore, all activities will not be complete by the current termination date of June 30, 2012. This amendment will extend the completion date another two years to allow completion of these activities. No additional funding is anticipated. Staff recommends approval of this item.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2011/12 budget Task No. 0838.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1206d-ds
Attachment: A04060-03

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. 04060 Amendment No. 3

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-215, Segment 1 Right of Way

Board of Director's Meeting Date: 6/6/12

Overview of BOD Action: Approve amendment to cooperative agreement for the right of way work for the I-215 Segment 1 Project to extend the termination date through June 30, 2014 with no increase in the money.

Is this a Sole-Source procurement? ☐ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	3,953,462	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	**10,250,075**	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	14,203,537	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	14,203,537.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/5/04	6/30/12	6/30/14

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term of the contract has been extended by 2 more years to allow completion of closeout activities.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 836.
☐ A Budget Amendment is required.
How are we funding current FY?

☒ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
Agreement funding all from CMAQ, PNRS, and Measure I Valley Major Projects funds
☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:
☐ Retention? If yes, indicate % _____.
☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Gary Cohoe	Gary Cohoe	5/1/12
Task Manager (Print Name)	Signature	Date
JENNIS SAYLOR	Dennis Saylor	5/1/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5/2/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/2/12
Chief Financial Officer Signature (Print Name)	Signature	Date

mm 5/1/12

08-SBd-215-KP 10.8/12.4 (PM 6.7/7.7)
Widen for HOV lane and operational
Improvements and modify/replace
Interchanges from Rialto Ave to 9th St.
EA 0071A1 and EA 0071C1
(Formerly EA 0071U1)
District Agreement No. 8-1247 A/3
Project Number 0800000006

AMENDMENT NO. 3 TO AGREEMENT

THIS AMENDMENT NO. 3 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
public entity, referred to herein as
"AUTHORITY."

RECITALS

1. The parties hereto entered into Agreement 8-1247 (Document No. 015860) on May 5, 2004, said Agreement defining the terms and conditions of a project to purchase Right of Way for the widening of Interstate 215 (I-215) to provide for one High Occupancy Vehicle (HOV) lane in each direction and operational improvements consisting of modifying existing interchanges and modifying existing exit and entrance ramps on I-215 through the City of San Bernardino from Rialto Avenue to 9th (Ninth) Street in San Bernardino County, referred to herein as "PROJECT."

2. The parties hereto also entered into an Amendment No. 1 to Agreement No. 8-1247 (Document No. 015860) on February 2, 2005, to have additional Congestion Mitigation and Air Quality (CMAQ) funds and local Measure match funds made available for Right of Way purchase. Said Amendment No. 1 set AUTHORITY's total PROJECT obligation at $8,203,537 and it was determined that AUTHORITY's total PROJECT obligation exceeded that amount.

3. The parties hereto also entered into an Amendment No. 2 to Agreement No. 8-1247 on August 21, 2006, to use Projects of National and Regional Significance (PNRS) funds in addition to CMAQ funds and local Measure match funds for Right of Way purchase. Also to extend the termination date from June 30, 2008 to June 30, 2012.

4. It has been determined that PROJECT will not be completed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Article 8 of Section III of said Agreement is replaced in its entirety to read as follows:

   "This Agreement shall terminate upon the completion of the R/W acquisition for PROJECT and reimbursement of funds from excess property sales to AUTHORITY, if appropriate, or on June 30, 2014, whichever is earlier in time."

2. All other terms and conditions of said Agreement shall remain in full force and effect.

3. This Amendment No. 3 to Agreement (Document No. 015860) is hereby deemed to be a part of said Agreement.

SIGNATURES

PARTIES declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
Syed Raza
Acting District 8 Director

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By: _____
Larry McCallon
Board President

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
Authority Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: June 6, 2012

Subject: Interstate 215 (I-215) North Segment 3 Construction Cooperative Agreement Amendment

Recommendation:* Approve Amendment No. 2 to Cooperative Agreement No. C07130 with Caltrans for the construction work on Segment 3 of the I-215 corridor through the City of San Bernardino to extend the termination date to June 30, 2014 with no financial impact.

Background: **This is a Cooperative Agreement Amendment for a time extension only.** This cooperative agreement for construction work in Segment 3 of the I-215 corridor through San Bernardino was originally approved by the Board on December 6, 2006. This cooperative agreement specifies the construction funding and roles and responsibilities between SANBAG and Caltrans, and has been amended once to reduce funding based on the actual lower bid amount, as well as extending the duration of the contract to July 31, 2012. While final construction closeout work is underway, it is unfinished and will not be completed by the current contract termination date. Therefore, staff recommends approval of Amendment No. 2 to extend the completion date another two years for the completion of final construction closeout activities. No additional funding is anticipated. Staff recommends approval of this item.

Financial Impact: This item is consistent with the SANBAG Fiscal Year 2011/12 budget Task No. 0838.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.

BRD1206e-ds
Attachment: C07130-02

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement amendment as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1206e-ds
Attachment: C07130-02

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 07130 Amendment No. 2

By and Between

California Department of Transportation and San Bernardino County Transportation Authority

Contract Description Cooperative Agreement for I-215, Segment 3 Construction

Board of Director's Meeting Date: 6/6/12

Overview of BOD Action: Approve amendment to cooperative agreement for the construction work for the I-215 Segment 3 Project to extend the termination date through June 30, 2014 with no increase in the money.

Is this a Sole-Source procurement? ☐ Yes ☐ No

CONTRACT OVERVIEW

Original Contract Amount	$	0	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	0	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	0

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
12/6/06	7/31/12	6/30/14

Has the contract term been amended? ☐ No ☒ Yes - please explain.
Term of the contract has been extended by 2 more years to allow completion of closeout activities.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 838.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
This is a cooperative agreement for Caltrans doing self reimbursement from SANBAG programmed funds

☐ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Garry Cohoe	Garry Cohoe	5/11/12
Task Manager (Print Name)	Signature	Date
DENNIS TAYLOR	Dennis Taylor	5/1/12
Project Manager (Print Name)	Signature	Date
KATHLEEN MURPHY PEREZ	Kathleen Murphy Perez	5/2/12
Contracts Manager (Print Name)	Signature	Date
WILLIAM STAWARSKI		5/11/12
Chief Financial Officer Signature (Print Name)	Signature	Date

5/11/12

08-SBd-215-PM 4.1/6.5
(KP 6.6/10.5)
In San Bernardino from 0.4 KM s/o
Orange Show Rd. OC to 0.2 KM s/o
Rialto Ave. UC (Segment 3)
Widen Fwy, Modify IC's &
Construct Braided Ramps
EA 007171
District Agreement No. 8-1340 A/2
Project Number 0800000004

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

SAN BERNARDINO ASSOCIATED GOVERNMENTS, a public entity referred to herein as "SANBAG."

RECITALS

1. The parties hereto entered into an Agreement No. 8-1340 on December 27, 2006, said Agreement defining the terms and conditions of project improvements consisting of adding one (1) high occupancy vehicle lane, one (1) mixed flow lane in each direction, and operational improvements including auxiliary lanes and braided ramps on State Route 215 at PM 4.1 to 6.5 in the City of San Bernardino, referred to herein as "PROJECT."

2. Said Agreement set Federal-aid funds allocated for financing at 50.5% in RECITALS, Article 3, and 58.2% in MUTUALLY AGREED, Article 21 in the original Agreement. It has been determined that due to the changes in the funding amounts that both 50.5% and 58.2% should read 45.12%.

3. The parties hereto also entered into an Amendment No.1 to Agreement on July 23, 2008, to reflect a cost reduction in the construction estimate was less than it was originally estimated, as the accepted bid for construction of PROJECT was lower than the PROJECT estimate.

IT IS THEREFORE MUTUALLY AGREED:

1. The termination date specified in Article 27 of Section III of said Agreement is replaced in its entirety to read as follows:

   "Those portions of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on June 30, 2014, whichever is earlier in time. However, the ownership, operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement."

2. All other terms and conditions of said Agreement shall remain in full force and effect.

3. This Amendment No. 2 to Agreement is hereby deemed to be a part of said Agreement.

SIGNATURES ON FOLLOWING PAGE:

SIGNATURES

PARTIES declare that:

1. Each Party is an authorized legal entity under California state law.
2. Each Party has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
Syed Raza
Acting District 8 Director

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

APPROVED

By: _____
Larry McCallon
Board President

By: _____
Vicki Watson
Board Clerk

APPROVED AS TO FORM

By: _____
Penny Alexander-Kelley
Authority Counsel

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **20**

Date: June 6, 2012

Subject: Interstate 15/Interstate 215 (I-15/I-215) Devore Junction Goods Movement Project

Recommendation:* 1. Approve Agreement No. C12231 and the Bill of Sale for the purchase of 76 credit acres of mitigation credits from Vulcan Materials Company at a net unit cost of $175,000 per acre for a total cost of $13,300,000 to satisfy U.S. Fish & Wildlife Service (USFWS) and California Department of Fish & Game (CDFG) mitigation requirements for the I-15/I-215 Devore Junction Goods Movement Project.

2. Approve acceptance of a charitable contribution defined as the value difference between market value for the credits and the cash purchase price, for a total of $5,700,000.

3. Approve an increase of $13,300,000 in the SANBAG Fiscal Year 2011/2012 budget for Task No. 0880, using Measure I 2010-2040 Cajon Pass revenue.

Background: **This is a new agreement.** The I-15/I-215 Devore Junction Goods Movement Project received a Biological Opinion (BO) from the U.S. Fish and Wildlife Service, FWS-SB-10B0097-12F0001, on January 27, 2012. Based on the USFWS review of the Devore project, it has been concluded that the overall impacts to the San Bernardino Kangaroo Rat (SBKR) includes 23.2 acres of permanent loss of designated critical habitat and 6.1 acres of temporary impacts to

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.
BRD1206a-pb
Attachment: C12231

the same. The USFWS is requiring a 3:1 mitigation ratio for permanent impacts and a 1:1 ratio for temporary impacts, for a total of 75.7 credit acres of mitigation. To offset project impacts, 76 acres will be purchased from the Cajon Creek Conservation Bank as noted in the BO. In addition, the project is required to fund the enhancement of one acre of suitable Arroyo Toad habitat within Cajon Creek Wash to offset 0.15 acre of permanent effects and 0.06 acre of temporary effects to Arroyo Toad critical habitat. This mitigation action will be brought to the Board at a later time.

The Cajon Creek Conservation Bank has been formally approved by the USFWS, U.S. Army Corps of Engineers, and the California Department of Fish and Game contains the acreage required for the project, and is the only actively managed bank for the benefit of the SBKR according to the USFWS. Prior to receiving this information from the USFWS, staff coordinated with SANBAG's Independent Right-of-Way Advisor and On-Call Environmental Project Manager to search for comparable conservation banks that provide the appropriate mitigation bank credits. There are no other mitigation banks approved for SBKR in the area that have the acreage required to mitigate the impacts from the Devore project, which were identified.

To substantiate the cost of the mitigation land, Vulcan provided annual sales information from their bank dating back to the 1990's. This information, shared with staff confidentially, shows that the recent sales are at $250,000 per credit acre. There have been no other recent sales of mitigation land that is similar to the project's needs. Besides the price per credit acre, staff reviewed the agreement and found it to be consistent with a prior SANBAG purchase of mitigation land. The State Route 210 project also purchased mitigation credits from Vulcan, and the agreement for that transaction is nearly identical to the agreement for this transaction. The subject agreement has also been reviewed by SANBAG Counsel.

The price for mitigation credits is $250,000 per credit acre, but Vulcan is willing to reduce the overall cost to SANBAG for the 76 acres needed. To offer the reduced expense to SANBAG, Vulcan has requested that the difference between the total market value price of $19,000,000 and the purchase price of $13,300,000 per acre is considered a charitable contribution. The resultant charitable contribution to SANBAG would total $5,700,000.

The current schedule for the Devore project includes the award of a design-build contract by Fall of 2012, and the start of the design-build contractor work before the end of the year. Permits must be obtained and mitigation requirements must be satisfied before federal funds for construction will be obligated. To meet this schedule, the mitigation property purchase needs to be made at this time and not next fiscal year as originally planned. This early property purchase requires a

budget amendment to budget the funds this fiscal year instead of next fiscal year which was included in the draft budget presented to the Board of Directors in May 2012. The budget increase requested is $13,300,000 to be funded by Measure I 2010-2040 Cajon Pass revenue.

At the April 2012, Major Projects Committee meeting, a committee member requested further research for comparable prices. SANBAG's On-Call Right-of-Way Consultant was assigned to this task and discovered, as did SANBAG's Independent Right-of-Way Advisor and On-Call Environmental Project Manager, that no other mitigation banks are available that meet the needs of the Devore Interchange project. Since the Major Projects Committee meeting, two revisions have been made to the agreement.

At Vulcan's request, a sale completion date of August 31, 2012, has been added. Upon reaching the completion date the sale price is subject to renegotiations at Vulcan's option. Vulcan's concern is that without a firm completion date a large number of mitigation acreage credits would be committed to SANBAG for what could be a substantial amount time, and might preclude any potential sales in the meantime. Based on the status of funding, staff believes that completing the acquisition of the mitigation credits prior to August 31st will occur at the discounted amount. If this does not occur, staff will report back to the Board. The second change, requested by SANBAG, is to assure that the charitable contribution value and the Internal Revenue Service deduction to Vulcan is solely the responsibility of Vulcan. It clarifies that SANBAG has no liability beyond accepting credits and Vulcan cannot return to SANBAG to recover any charitable deduction that may be disputed by the Internal Revenue Service.

In conclusion, staff recommends approval to purchase 76 acres of mitigation credits for a total cost of $13,300,000 to satisfy SBKR environmental mitigation requirements for the I-15/I-215 Devore Junction Goods Movement Project; accept the charitable contribution from Vulcan for $5,700,000; and approve a budget amendment increasing the budgeted amount by $13,300,000.

Financial Impact: Approval of this item will require an amendment to the Fiscal Year 2011/2012 budget by increasing Task No. 0880 by $13,300,000 using Measure I 2010-2040 Cajon Pass.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on April 12, 2012, and the Mountain/Desert Committee on May 18, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1206a-pb
Attachment: C12231

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12231 Amendment No. 0

By and Between

San Bernardino Transportation Commission and Vulcan Materials Company

Contract Description Purchase of Cajon Creek Conservation Credits

Board of Director's Meeting Date: May 2, 2012
Overview of BOD Action:

Is this a Sole-Source procurement? ☒ **Yes** ☐ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	13,300,000.00	**Original Contingency Amount**	$	0
Revised Contract Amount *Inclusive of prior amendments*	$	0	**Revised Contingency Amount** *Inclusive of prior amendments*	$	0
Current Amendment Amount	$	0	**Contingency Amendment**	$	0
TOTAL CONTRACT VALUE	$	13,300,000.00	**TOTAL CONTINGENCY VALUE**	$	0
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	13,300,000.00

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
5/2/12	6/30/12	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0880.
☐ A Budget Amendment is required.
How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*
This is a single payment using Measure I Valley Cajon Pass Bond Fund.

☒ Payable ☐ Receivable

mm 3/29/12

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature 3/28/12 Date

Project Manager Signature 3/26/12 Date

Chief Financial Officer Signature 4/2/12 Date

Contracts Manager Signature 4/2/12 Date

AGREEMENT FOR SALE OF CONSERVATION CREDITS FOR THE CAJON CREEK CONSERVATION BANK

This Agreement is made and entered into this __ day of _____, 2012 by and between CALMAT CO., a Delaware corporation dba VULCAN MATERIALS COMPANY, WEST REGION (the "Bank") and SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ("Project Proponent") as follows:

RECITALS

A. The Bank has entitlements to the Cajon Creek Conservation Bank (the "Conservation Bank") located in San Bernardino County, California; and

B. The Bank has developed the Cajon Creek Conservation Bank under United States Army Corps of Engineers (the "Corps") Permit No. 91-00248-AJS, the Memorandum of Understanding and Implementation Agreement for the Cajon Creek Habitat Conservation Management Area dated July 26, 1996, as amended (the "IA"), with the California Department of Fish and Game (the "CDF&G"), the United States Fish and Wildlife Service (the "Service") and the Corps, and a Memorandum of Understanding with the CDF&G dated October 1, 1996, and has received the approval of the Service, the CDF&G, and the Corps to operate as a conservation bank with Habitat Conservation Credits available for sale on the land within the Conservation Bank ("Credits"); and

C. Under the IA, as amended, the land within the Conservation Bank is required to be covered by a temporary conservation easement in favor of the CDF&G until December 31, 2025 and after that time by a permanent conservation easement in favor of the CDF&G, unless the subject lands are ultimately conveyed in fee to the CDF&G or to the Service; and

D. The Bank has received approval from the Service, the CDF&G and the Corps to offer Credits for sale as compensation for the loss of habitats of certain sensitive species including but not limited to the San Bernardino Kangaroo Rat ("SBKR") and Santa Ana River Woolly Star ("SARWS"). One credit unit is one (1) acre of land in the Conservation Bank; and

E. Project Proponent is seeking to implement the project described on Exhibit "A" attached hereto (the "Project"), which would unavoidably and adversely impact Riversidian alluvial fan sage scrub habitat of certain of the SBKR and SARWS species, and seeks to compensate for the loss of such habitat by purchasing Credits from the Bank; and

F. Project Proponent has been authorized by the Service to purchase from the Bank seventy six (76) acres/units of Credits, and

G. Project Proponent desires to purchase from the Bank and the Bank desires to sell to Project Proponent seventy six (76) acres/units Credits.

H. Subject to verification through an appraisal arranged and paid for by the

Bank, the purchase price of $175,000.00 per credit is expected to be significantly less than the actual fair market value of the credit, and Project Proponent acknowledges that the fair market value of a credit above the $175,000.00 per credit purchase price represents a charitable contribution (the "Charitable Contribution") by the Bank to Project Proponent; as a result, Project Proponent will execute and deliver to the Bank at closing Internal Revenue Service Form 8283 and any additional documents relating to the Charitable Contribution as legal counsel for the Bank may reasonably require. Form 8283 only acknowledges that Project Proponent has accepted the Credits and is not acknowledging the Bank's appraisal of value. Whether the Bank can successfully defend a deduction with the IRS is the Bank's responsibility, and financial liability, alone. Project Proponent has no liability beyond accepting the Credits and the Bank is not entitled to seek recovery from Project Proponent.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Bank hereby sells to Project Proponent and Project Proponent hereby purchases from the Bank seventy six (76) acre/units of Credits, for the purchase price of Thirteen Million Three Hundred Thousand Dollars ($13,300,000.00)(the "Purchase Price"). The Purchase Price shall be paid *herewith* by cashier's check or, at the option of the Bank, wire transfer of funds according to written instructions by the Bank to Project Proponent. For purposes of this Agreement, receipt of said payment by Bank shall constitute the sale of the Credits. Upon completion of the sale, the Bank will then deliver to Project Proponent an executed Bill of Sale in the form attached hereto and marked Exhibit "B". The Bank reserves the right to increase the purchase price for sales of credits not consummated by August 31, 2012.

2. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Proponent shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the units sold, or the Conservation Bank. As required by law, the Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Proponent. The Bank shall be fully responsible for satisfying any conditions placed on the Conservation Bank or the Credits, by all state or federal jurisdictional agencies. The Bank hereby shall indemnify Project Proponent for all such obligations.

4. The Credits sold and transferred to Project Proponent shall be nontransferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK:

CALMAT CO.

By:_____
Michael Linton
Vice President

PROJECT PROPONENT:

SAN BERNARDINO COUNTY
TRANSPORTATION COMMISSION

APPROVED

By:_____
Larry McCallon
Board President

Date:_____

ATTEST

By:_____
Vicki Watson
Board Clerk

Date:_____

APPROVED AS TO FORM

By:_____
Penny Alexander-Kelley
SANBAG'S Counsel

Date: 5/21/12

CONCURRENCE

By:_____
Kathleen Murphy-Perez
Contracts Manager

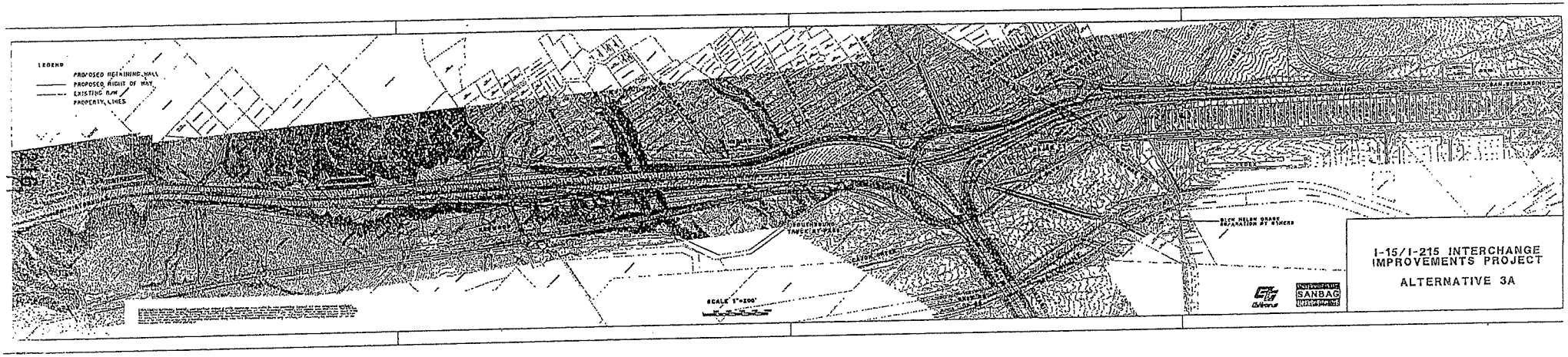
Date: 5-16-12

EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Caltrans proposes to realign the Interstate 15 (I-15) and Interstate 215 (I-215) confluence adjacent to the unincorporated community of Devore and Devore Heights in San Bernardino County, California.

C12231


LEGEND
PROPOSED RETAINING WALL
PROPOSED RIGHT OF WAY
EXISTING R/W
PROPERTY LINES
SCALE 1"=200'
I-15/I-215 INTERCHANGE
IMPROVEMENTS PROJECT
ALTERNATIVE 3A
SANBAG

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Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 21

Date: June 6, 2012

Subject: Right-of-Way Appraisals and Acquisitions for the Interstate 15/Interstate 215 (I-15/I-215) Devore Interchange Reconstruction Project

Recommendation:* 1. Approve appraisals and just compensation on properties needed for the I-15/ I-215 Devore Interchange Reconstruction Project listed in Attachment "A" of this agenda item; copies of which are on file with the Director of Project Delivery.

2. Authorize acquisition of parcels needed for the I-15/I-215 Devore Interchange Reconstruction Project as listed in Attachment "A" in a not-to-exceed aggregate total of $3,000,000.

3. Authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements for the required properties identified in Attachment "A" for construction of the I-15/I-215 Devore Interchange Reconstruction Project similar to that procedure utilized pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507).

Background: **Recommendation 1:** SANBAG, in conjunction with Caltrans is proceeding with the I-15/I-215 Devore Interchange Reconstruction Project (Devore Interchange Project). A right-of-way cooperative agreement C11103 with Caltrans was approved for this project at the June 1, 2011, SANBAG Board meeting and amended at the March 7, 2012, SANBAG Board meeting. This agreement defined roles and responsibilities for the acquisition of right-of-way for the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206g-das

Attachments: BRD1206g1-das; BRD1206g2-das

project, designating SANBAG as the implementing agency for the appraisal, acquisition, and management of the right-of-way properties needed for this important design-build project. The approved agreement also commits up to $50,353,825 in Measure I 2010-2040 Cajon Pass funds for the acquisition of right-of-way, utility relocations, Caltrans right-of-way engineering and condemnation work, and mitigation expenses. SANBAG's right-of-way consultant, Overland, Pacific and Cutler (OPC) Services, has completed appraisals of 15 parcels. The 15 parcels are summarized in Attachment "A" and include fee takes and temporary construction easements with a total value of $3,000,000, including additional acquisition costs as noted in Recommendation 2 below (copies of these appraisals are on file with the Director of Project Delivery). These appraisals have been reviewed by a senior appraiser and by SANBAG's independent right of way advisor for compliance with necessary processes and meeting fair compensation requirements. Staff recommends approval of these appraisals.

Recommendation 2: The total estimated acquisition cost for all properties identified in Attachment "A" is $3,000,000 and includes the appraised costs, Relocation Assistance Program (RAP) and demolition costs, and a contingency of just over 15%. SANBAG is required by Federal and State law to provide a Relocation Assistance Package (RAP) for property owners that are displaced and/or require relocation of personal property. Additional acquisition costs include any demolition that is required to clear the property of existing improvements on the acquired right-of-way.

Staff requests that the Board authorize proceeding with offers of acquisition to the property owners, with this aggregate cost limit for the sum of these offers. The SANBAG Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's consultant will go to every possible extent to avoid such actions, there is a potential that these properties may need to be acquired through eminent domain proceedings. Per the cooperative agreement, all resolution of necessity hearings will be coordinated by Caltrans through the California Transportation Commission (CTC). Staff recommends approval of this recommendation.

Recommendation 3: Acquisition of these properties in a timely manner is critical to maintaining the planned construction schedule for the project. To assist in maintaining the schedule, staff is recommending that the Board authorize the Executive Director to act on behalf of SANBAG in signing Purchase & Sale Agreements, similar to the procedure used pursuant to SANBAG Valley Freeway Program Policy 40004 (reference: Administrative Settlement Policy 34507). This SANBAG Board-approved policy establishes a standard administrative process for acquisition of right-of-way whereby the Executive Director is authorized to pursue acquisitions utilizing certain factors, such as an available

appraisal, the inexact nature of the process by which just compensation is determined through legal processes, and the impact of such acquisitions through voluntary settlement on the project-wide perspective, including, e.g., project deadlines and funding issues. This process is appropriate for the acquisition of the 15 properties identified herein. A standard agreement and easement format (see attached) will be used for these acquisitions consistent with Caltrans format and will be reviewed by SANBAG's right-of-way legal consultant for form prior to presenting to the Executive Director for signature. SANBAG is the Implementing Agency for purposes of these right-of-way acquisitions and in that capacity will sign the purchase and sale agreement; and pursuant to the cooperative agreement the property will be acquired in Caltrans' name.

Financial Impact: This item is consistent with the adopted Fiscal Year 2011/2012 budget Task No. 0880.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on May 10, 2012, and the Mountain Desert Committee on May 18, 2012. SANBAG Legal Counsel and Contracts Manager have reviewed and approved this item as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

BRD1206g-das
Attachments: BRD1206g1-das; BRD1206g2-das

I-15/I215 Interchange Improvements Project Property Acquisitions
Attachment "A"

APN	Owner	Type
0349-152-09	Jinbo, Kevin & Becky	Full take-fee
0349-145-07	Schulte, Leo A. & Ellen	Full take-fee
0349-143-17	Schulte Familly Trust	Full take-fee
0349-143-18	Denton, Joseph R. & Linda P.	Full take-fee
0349-111-18	Martin, Joseph A. & Lezlie J.	Full take-fee
0349-152-11	Alcantara, Arnulfo G. & Emilee A.	Full take-fee
0349-143-29	Kukura, Gary M. & Robin L.	Full take-fee
0348-132-07	Christiansen Family Trust 11-20-02	Partial take-fee and temporary construction easement
0348-132-02	Bakeman Family Trust	Partial take-fee and temporary construction easement
0348-132-01	Jones, Ruth H.	Partial take-fee and temporary construction easement
0349-102-07	Hubbard, Mark & Kim	Partial take-fee
0349-102-08	Arlie R. & L. Elaine Hubbard Trust 2006 C/O Arlie R. & L. Elaine Hubbard Trustees	Partial take-fee
0349-062-31 0349-062-46	Mathews Family Trust 5-6-99	Partial take-fee
0349-062-33	Mathews Family Trust 5-6-99	Partial take-fee

PROJECT:
APN:
Caltrans No.:
Federal ID No.:

AGREEMENT FOR ACQUISITION OF REAL PROPERTY

Title Company

_____

_____

Attention: _____

(**"Escrow Holder"**)

Escrow No: _____

Title Order No.: _____

THIS AGREEMENT (**"Agreement"**) is entered into as of this _____ day of _____, 2012 by and between the San Bernardino County Transportation Commission, a public agency of the State of California and Caltrans, _____, (**"Buyer"**), and _____ (**"Seller"**) for acquisition by Buyer of certain real property described herein. The Property is being acquired in connection with a joint agency project entitled the I-15/I-215 Devore Junction/Goods Movement Improvement Project (**"Project"**).

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property (**"Property"**) situated in _____, San Bernardino County, California, and legally described and depicted as follows:

SEE EXHIBIT "A-1" and "B-1" ATTACHED HERETO
AND BY THIS REFERENCE MADE A PART HEREOF

The Property constitutes a portion of a larger legal lot (**"Original Parcel"**) upon which improvements are located. That portion of the Original Parcel being retained by Seller (thus, the Original Parcel excluding the Property) is referred to hereafter as the **"Remainder Parcel."**

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of _____ AND NO/100 DOLLARS ($000,000) (**"Purchase Price"**).

3. CONVEYANCE OF TITLE. Seller agrees to convey fee simple title to the Property to Caltrans by Grant Deed, in the same form as that attached hereto as Exhibit "C" (**"Grant Deed"**), free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

(a) Non-delinquent taxes for the fiscal year in which this transaction closes.

(b) Public utility, public alley, public street easements, and rights of way of record (except rights in any such items conveyed under this Agreement).

(c) Items numbered _____ in the above referenced preliminary title report issued by _____ Title Company (**"Title Company"**) dated as of _____.

4. TEMPORARY CONSTRUCTION EASEMENT; UTILITY EASEMENT. Buyer's acquisition from Seller may include a temporary construction easement (**"TCE"**) and/or one or more easements for utilities (**"Utility Easement(s)"**). Provisions relating to a TCE and/or Utility Easement(s), if any, are set forth in Exhibit "D" attached hereto.

5. TITLE INSURANCE POLICY. Escrow Holder shall, upon closing, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance (**"Title Policy"**) in the amount of _____ AND NO/100 DOLLARS ($000,000) issued by the Title Company showing the title to the Property vested in Buyer, subject only to the exceptions set forth in Section 3 of this Agreement and the printed exceptions and stipulations in said policy. Buyer will pay the title insurance premium. The Title Policy will also insure the priority of any TCE and/or Utility Easement(s). If Buyer's acquisition from Seller includes a Utility Easement, and if the Property is subject to a mortgage, deed of trust or other lien which, through foreclosure, could cause the easement to be wiped out, Seller will obtain from the holder(s) of such lien(s) subordination documentation sufficient to assure that the easement becomes senior to such lien(s).

6. ESCROW. Buyer and Seller will open an escrow with Escrow Holder by executing escrow instructions prepared by Escrow Holder implementing the terms and provisions of this Agreement. Escrow will be deemed opened on the date both parties deposit signed escrow instructions with Escrow Holder. In the event of any inconsistency between such instructions and the provisions of this Agreement, this Agreement will govern. **"Close of Escrow"** or **"Closing"** refers to the date the Grant Deed or other conveyance documents are recorded in the office of the San Bernardino County Recorder. Close of Escrow will occur _____ (____) days after it is opened.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow. No recording fee will be payable, pursuant to Government Code Section 27383. No documentary transfer tax will be payable, pursuant to Revenue & Taxation Code Section 11922. Buyer will pay the administrative/reconveyance fee or forwarding fee for the partial reconveyance of any deed of trust or mortgage affecting the Property.

8. REAL PROPERTY TAXES AND ASSESSMENTS. Buyer is a public entity and is exempt from payment of real property taxes. Seller understands that the San Bernardino County Tax Collector (**"Tax Collector"**) will not accept partial payment of an installment of real property taxes due at Close of Escrow. Real property taxes and assessments will therefore not be prorated through Escrow. In the event that as of Close of Escrow any real property taxes are unpaid, Escrow Holder is instructed to pay from proceeds otherwise due Seller at Close of Escrow all real property taxes and assessments for the semi-annual period during which Closing occurs. Any property tax refund due to Seller with respect to the Property for a period following Close of Escrow will be refunded to Seller by the Tax Collector as provided in California Revenue & Taxation Code Section 5096.7. Such refund will occur outside of Escrow and Buyer and Escrow Holder will have no liability with respect thereto.

9. POSSESSION. Buyer shall be entitled to possession of the Property immediately upon Close of Escrow. If Buyer and Seller have agreed upon Seller's continued occupancy of the Property following Close of Escrow, the rights of the parties to possession of the Property will be governed by the Lease Agreement or other documentation between Buyer and Seller evidencing such continued right of occupancy.

10. FULL AND COMPLETE SETTLEMENT. Seller acknowledges that the compensation paid to Seller through this Agreement constitutes the full and complete settlement of any and all claims against Buyer, by reason of Buyer's acquisition of the Property, specifically including, but not limited to, any and all damage to the Remainder Parcel by reason of the acquisition of the Property or construction of the

Project, the value of any improvements located on the Property, severance of the Property from the Original Parcel, any claims of rental or leasehold value, any and all claims in inverse condemnation and for precondemnation damages, and any and all other claim that Seller may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by Buyer of the Property. Seller and Buyer, and each and all of their agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the other party, and each of them, from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitations those relating to just compensation, damages which any of them now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to acquisition of the Property by Buyer .

11. CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS. Because Buyer is acquiring only a portion of the Original Parcel, some repair and reconstruction may be necessary in order to remedy damages resulting from severance of the Property from the Original Parcel. Provisions relating to such matters as well as other special provisions (if any) relating to this transaction, are set forth in Exhibit "E"(the easement are "D") attached hereto.(would only apply in limited circumstances)

12. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, its authorized agents or contractors, the right to enter upon the Property to make necessary and reasonable inspections. RENTAL AND LEASEHOLD INTEREST. Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or UNRECORDED LEASES OR OTHER AGreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of Seller for a period exceeding one month, EXCEPT: None.

13. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

(a) To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.

(b) To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements on the Property encroach on other properties.

(c) Until the Closing, Seller shall not do anything which would impair Seller's title to the Property.

(d) Until the Closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Agreement not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

(e) Seller, at the time of execution of this Agreement, is the lawful owner of and has good title to the Property and is authorized to enter into and perform this Agreement.

14. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property has used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from,

the Property. The term "Hazardous Material" shall mean any substances or materials so defined by any state, federal or local statute, ordinance, rule or regulation including (without limitation) any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious substances or materials. To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations relating to Hazardous Materials.

15. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act following Close of Escrow.

16. MEMORANDUM. Buyer and Seller will execute and Escrow Holder will record at Closing a Memorandum of Agreement in the same form as that attached hereto as Exhibit "E". The purpose of the Memorandum is to assure that if the Remainder Parcel is sold prior to the Start Date or Completion Date, any purchaser shall have received constructive notice of the rights and obligations set forth in this Agreement, specifically including those described in Section 11 above. (only would apply in limited circumstances)

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval of the Buyer herein. The execution of these documents and the delivery of same to Escrow Holder constitutes said acceptance and approval.

19. NO BROKERS. Buyer and Seller each represents to the other that no brokers have been involved in this transaction. . . Any party in breach of this provision will indemnify the non-breaching party against any claim, suits, damages and costs incurred or resulting from the claims of any person for any brokerage fee or compensation due in connection with this transaction pursuant to a written agreement made with said claimant.

20. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties consent to the jurisdiction of the California courts with venue in San Bernardino County.

21. ASSIGNMENT. Seller shall not voluntarily assign its rights or interest under this Agreement or the Escrow described herein without the prior written consent of Buyer. Buyer may freely assign any or all if its interests or rights under this Agreement or under the Escrow without the consent of Seller. Subject to the foregoing, the terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

22. COOPERATION. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

23. RISK OF LOSS. Seller covenants and agrees that it will keep the Property fully insured through Close of Escrow. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow, Seller will assign to Buyer all insurance proceeds related to the Property and improvements thereon and the Purchase Price will be reduced by the amount of any deductible allocable to the Property. If Seller fails to keep the Property fully insured and insurance proceeds are not available following what would have been an insured casualty, the Purchase Price will be reduced by the reduction in the value of the Property resulting from such casualty. If improvements on the Property are materially damaged or destroyed prior to Close of Escrow due to an uninsured casualty, the Purchase Price will be reduced by an amount equal to the reduction in value of the Property resulting from such uninsured casualty.

24. ENTIRE AGREEMENT, WAIVER AND MODIFICATION. This Agreement, together with escrow instructions executed by the parties, will constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

MAILING ADDRESS OF SELLER

SELLER

_____

_____

MAILING ADDRESS OF BUYER

BUYER

_____,
a public entity

By: _____

_____
Date

Approved as to Form:

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That certain real property located in _____, San Bernardino County, California, described as follows:

EXHIBIT "B"
PLAT MAP

Place Holders

[To Be Attached]

EXHIBIT "C"

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

)
)
)
)
Attn:)

APN:

Above Space for Recorder's Use
No Recording Fee Pursuant to Gov't Code §27383
No Documentary Transfer Tax Pursuant to
California Revenue & Taxation Code §11922

GRANT DEED

District	County	Route	Post	Number
8	SB	I-15/I-215		

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____ (collectively "**Grantor**"), hereby grants to _____**Does Caltrans take in the name of the State of California or Caltrans? the agreement should track the same language in paragraph 3 "conveyance of title"** _____**, a public agency of the State of California ("Grantee")**, the following described real property (the "**Property**") situated in the _____, San Bernardino County, State of California:

SEE EXHIBIT "A-1" and Exhibit "B-1"
ATTACHED HERETO

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its duly authorized officer.

GRANTOR:

DATED: _____, 2012

_____

_____

ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A-1" TO GRANT DEED

LEGAL DESCRIPTION

Real property in the _____, San Bernardino County, State of California, described as follows:

EXHIBIT "B-1"
Plat Map
Place Holder

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed to which this Certificate of Acceptance is attached

from: _____

to: _____, a public agency of the State of California ("Grantee")

is hereby accepted by the undersigned officer on behalf of Grantee pursuant to authority conferred by the Grantee's governing board, and Grantee hereby consents to recordation of said Grant Deed.

_____,
a public agency of the State of California

By: _____

Dated:_____

EXHIBIT "D"

TEMPORARY CONSTRUCTION EASEMENT AND/OR UTILITY EASEMENT PROVISIONS

Yes No 1. TEMPORARY CONSTRUCTION EASEMENT ("TCE"). Seller will grant to Buyer at Close of Escrow a temporary and non-exclusive construction easement and right-of-way (**"TCE"**) over, on, under, in, across, along and through that certain portion of the Remainder Parcel more fully described and depicted in Exhibits "A-2" and "B-2" attached hereto and incorporated herein by reference, for the purpose of all necessary and convenient activities associated with the Project. The Purchase Price includes payment of full compensation to Seller for the TCE. Buyer and Seller will provide an executed and acknowledged TCE to Escrow Holder, for recording at Close of Escrow. Seller agrees that if the area affected by the TCE needs to be modified (moved, expanded or contracted), Seller will cooperate with such modifications, in which case (a) an Amendment to the TCE will be recorded reflecting such modified easement area; and (b) in the event the easement area is enlarged, Buyer will pay to Seller concurrent with the recording of the amended TCE, an amount equal to _____ Dollars ($_____) for each additional square foot of space in the modified easement area.

Yes No 2. UTILITY EASEMENT(S). The Purchase Price includes compensation to Seller for the granting of one or more Utility Easement(s), as described and depicted in Exhibit "A-3" and "B-3" attached hereto. At Close of Escrow, the parties will provide to Escrow Holder and Escrow Holder shall cause such Utility Easement(s) to be recorded. Buyer may elect to appear as the grantee in such easements, with the right to assign the easement rights to a public utility or quasi-public utility provider. Alternatively, Buyer may elect to have such Utility Easement(s) granted directly by Seller to the utility provider. Seller agrees that if, prior to or during construction of the Project, it becomes necessary to adjust the location of such Utility Easement(s), Seller will execute an appropriate amendment to the Utility Easement(s); provided, however, that if the area affected by the Utility Easement(s) is increased as a result of such adjustment, Seller shall receive, concurrent with the recording of the amended Utility Easement(s), an amount equal to _____ Dollars ($_____) per square foot for each additional square foot of space required for the modified Utility Easement.

LEGAL DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT AREA

EXHIBITS "A-2" AND "B-2"
PLACEHOLDER

EXHIBIT "E"

CONSTRUCTION AND CURATIVE WORK AND OTHER SPECIAL PROVISIONS

1. Construction/Repair By Buyer. The following items of repair and construction will be completed by Buyer (or contractors engaged by Buyer) on or after the Start Date described below:

(a)

(b)

All such work performed by or on behalf of Buyer shall conform to all applicable building, fire and sanitary laws, ordinances and regulations relating to such work and shall be completed in good and workmanlike manner. Any structures, improvements or other facilities, if removed, relocated or reconstructed, shall be left in as good condition as found.

2. Removal Of Improvements By Seller. The Purchase Price to be paid to Seller at Close of Escrow includes compensation for the value of the following improvements:

(a)

(b)

(c)

(d)

Seller may elect to remove or relocate some or all of the above improvements following Close of Escrow; provided, however, that any of the above improvements that have not been removed from the Property by the Completion Date (defined below) may be removed by Buyer, its agents, contractors or assigns, and disposed of in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever. If the improvements referred to in this Section 2 above are not removed from the Property by the Completion Date defined below (but in no event sooner than Close of Escrow), Buyer, its agents, contractors or assigns, shall have the right to remove such improvements and dispose of the same in such manner as Buyer deems appropriate, without further notice or responsibility to Seller whatsoever.

3. Notice. Buyer shall provide not less than _____ (__) days prior written notice to Seller of the date upon which Buyer's work under Section 1 above is scheduled to commence (**"Start Date"**). Buyer shall provide not less than _____ (__) days prior written notice to Seller the date upon which Seller's work under Section 2 above must be completed (**"Completion Date"**).

4. Maintenance Responsibility. Following Close of Escrow and completion (whether by Buyer or Seller) of the curative work described in this Exhibit D, Seller will be solely responsible for the maintenance and repair of any building, landscaping or other improvements on the Remainder Parcel except as follows: _____; and Buyer or its successor will be solely responsible for maintenance of the improvements within or to the Property. Maintenance obligations with respect to any TCE and/or Utility Easement(s) will be as described in Exhibit "D".

5. Protection In Place. During any period of construction by Buyer as described herein or in connection with the TCE or Utility Easement(s), Buyer shall cause the following improvements on the Remainder Parcel to be protected in place: [If none, so state:]

_____

_____

6. Continuing Cooperation. Buyer believes that the engineers that have designed the Project and prepared the legal description of the Property have accurately calculated and described the portion of the Original Parcel that will be required in connection with the Project. However, because the Project is being constructed on a "design/build" basis, it is possible that following execution of this Agreement or even following Close of Escrow, an additional portion of the Remainder Parcel may be required in connection with the Project. Buyer and Seller agree that in such event, they will work together in good faith on the following basis:

(a) Conveyance of any additional portion of the Remainder Parcel will not materially affect the use thereof for residential purposes by Seller; and

(b) The price per square foot of any such additional portion of the Remainder Parcel will be the higher of (i) the per square appraised value of the Property; or (ii) the per square foot value established by an appraisal conducted not more than one hundred eighty (180) days prior to the conveyance of such additional portion of the Remainder Parcel from Seller to Buyer; and (iii) such conveyance will be subject to all the terms and conditions of this Agreement.

7. Special Provisions. In addition to the matters described in this Exhibit D or elsewhere in the Agreement, Buyer and Seller agree that the purchase and sale of the Property is subject to the following additional provisions: [If none, so state:]

_____

_____

EXHIBIT "E"

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

_____

_____

Attention: _____

_____

Exempt from Recording Fees per Govt. Code §27383
Exempt from Documentary Transfer Tax per Calif. Rev. & Tax. Code §11922

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM is executed in connection with that certain "Agreement for Acquisition of Real Property" executed by the undersigned Buyer and Seller and dated as of _____, 2012 (**"Agreement"**). Seller has previously owned all of the real property described in Exhibit "A" attached hereto (**"Original Parcel"**). Pursuant to the Agreement, Seller has, concurrent with the recording of this Memorandum, sold and conveyed a portion of the Original Parcel (**"Property"**) to Buyer for use in connection with I-15/I-215 Devore Junction/Goods Movement Improvement Project (**"Project"**). Seller has retained title to that portion of the Original Parcel described in Exhibit "A-1" attached hereto (**"Remainder Parcel"**).

Pursuant to the Agreement, Seller has received compensation for certain future obligations with respect to the Remainder Parcel and/or the Property, which may include the removal, relocation, reconstruction and/or refurbishment of certain improvements. Buyer and Seller have also agreed to cooperate with respect to the possible conveyance of minor additional portions of the Remainder Parcel in the future. The above obligations burden and constitute an encumbrance upon the Remainder Parcel for the benefit of the Property and constitute covenants running with the land, pursuant to California Civil Code Section 1468. These obligations will therefore be binding upon any successor owner who acquires title to the Remainder Parcel prior to the completion by Seller of these obligations. Any person that purchases the Remainder Parcel prior to the completion of such obligations by Seller is advised to obtain information from Seller regarding the nature and extent of such obligations and obtain from Seller compensation sufficient to allow such successor owner to complete such obligations in accordance with the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the day and year set forth below.

Dated: _____, 201_ BUYER

_____,
a public entity

By: _____

Approved as to Form:

By: _____

Dated: _____, 201_ SELLER

_____

_____

ACKNOWLEDGEMENTS

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF ORIGINAL PARCEL

That certain real property located in _____, San Bernardino County, California, described as follows:

[To Be Attached]

EXHIBIT "A-1"

LEGAL DESCRIPTION OF REMAINDER PARCEL

That certain real property located in the _____ County, California, described as follows:

[To Be Attached]

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 22

Date: June 6, 2012

Subject: Amendment to Contract with Best, Best & Krieger LLP

Recommendation:* Approve Amendment No. 11 to Contract No. 05-016 with Best, Best & Krieger (BB&K), Attorneys at Law, to provide legal services for the Colonies lawsuit and the Cactus Basin Flood Control Channel lawsuit through the Colonies lawsuit trial under the direction of the Legal Ad Hoc Committee.

Background: This is an amendment to an existing contract with the law firm BB&K to provide legal services related to a lawsuit involving various public entities relative to the acquisition of right-of-way for the State Route 210 (SR-210) Freeway Project, commonly referred to as the Colonies lawsuit and the Cactus Basin lawsuit.

On August 4, 2004, the Board of Directors authorized Agreement No. 05-016 with BB&K to provide legal counsel representation of in the Colonies lawsuit.

On February 1, 2008, SANBAG was served with litigation by the San Bernardino County Flood Control District related to the Cactus Basin Flood Control Channel located within the City of Rialto. To provide consistency between the two separate, but related lawsuits, the Board amended BB&K's contract in April 2008, to include legal representation in the Cactus Basin Flood Control Channel lawsuit.

The contract has been amended a total of ten times. Significant effort has gone into defending these lawsuits. Effort has included reviewing the complaints,

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

	COG		CTC	X	CTA		SAFE		CMA

Check all that apply
BRD1206a-gc
Attachment: C05016-11

gathering documents, preparing and filing the demurrers, preparing and filing the cross-complaint, document review and production, discovery, and conducting depositions.

Amendment No. 11 to BB&K's contract is to cover on-going legal costs and significant third party expert and consultant expenses to defend the cases. The Colonies case is slated to go to trial in October 2012. Much work needs to be accomplished in the remaining months before the trial. It is impossible to predict, with any certainty, the duration of the trial and the resulting level of effort to represent SANBAG through trial. Also, there will not be time to process an amendment to BB&K's contract through the Board once the trial has commenced. For these reasons, it is recommended that BB&K's contract be amended to provide legal representation in the Colonies lawsuit and the Cactus Basin Flood Control Channel lawsuit through the duration of the Colonies trial under the direction of the Legal Ad Hoc Committee. The Cactus case is currently in the discovery and document review phase of the litigation. BB&K will provide the Board with its budget in closed session. Expenditures will be monitored by staff and the Legal Ad Hoc Committee. This amendment will allow BB&K to continue to defend this case without interruption.

Financial Impact: The amendment to this Contract is consistent with the adopted budget. Funding for the amendment is provided under Task No. 822, SR-210 Right-Of-Way Acquisition. The funding source is Measure I Major Projects. SANBAG's insurance policies include provisions requiring the insurance companies to cover the legal costs of the Colonies and Cactus Basin lawsuits therefore, will reimburse SANBAG for a large portion of the legal counsel expenditures.

Reviewed By: This item was reviewed and recommended for approval by the Legal Ad Hoc Committee on May 1, 2012.

Responsible Staff: Garry Cohoe, Director of Project Delivery
Eileen Monaghan Teichert, SANBAG General Counsel

BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

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STEVEN C. DEBAUN
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STEVEN.DEBAUN@BBKLAW.COM

May 22, 2012

Mayor Morris
c/o Garry Cohoe
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410-1715

Re: Amendment No. 11 to Legal Services Agreement (SANBAG Contract No. 05016)

Dear Mayor Morris:

As we discussed with the SANBAG ad hoc legal committee on May 1, 2012, Best Best & Krieger LLP is requesting that our contract be amended to provide continued defense of the Colonies and Cactus Basin suits brought against SANBAG through the Colonies trial. A litigation budget will be provided to and approved by the board in closed session. All other provisions of the original retainer agreement shall remain in full force and effect.

If this letter meets with your approval, please sign and date it, and return the original to us. Thanks for your consideration on this matter. Please call me with any questions.

Very truly yours,

Steven C. DeBaun
of BEST BEST & KRIEGER LLP

SCD:mka

AGREED AND ACCEPTED

By: _____
Name: _____
Title: _____
Date: _____

26682.00000\6049079.2

CO5016-11

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 23

Date: June 6, 2012

Subject: Morongo Basin Transit Authority's (MBTA) 2012 Comprehensive Operational Analysis (COA)

Recommendation:* Receive and file MBTA's 2012 COA Final Report

Background: On July 28, 2011, MBTA awarded the contract to Moore & Associates for the completion of MBTA's COA. There were nine tasks for this project which were as follows:

Task 1: Existing Conditions
Task 2: Financial Analysis
Task 3: Service Policies
Task 4: Para-Transit Plan
Task 5: Public Outreach
Task 6: Summary of Funding's
Task 7: Develop Service Alternatives
Task 8: Present Service Alternatives
Task 9: Action Plan

Moore & Associates presented MBTA's final COA report to the Commuter Rail and Transit Committee on May 17, 2012. This presentation was a requirement of the contract included within Task 8. The presentation discussed tasks 1 - 9 in the

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206a-ns
Attachment:
BRD1206a1

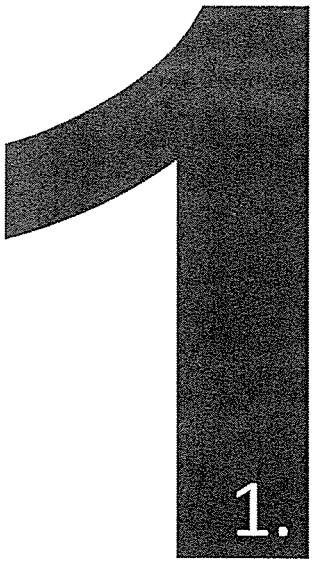
work element (Attachment A – Executive Summary). However, the primary emphasis was on the lessons learned during the COA process and the recommendations for improving MBTA through its service delivery and capital improvement programs.

Financial Impact: This item is informational and has no direct impact on the adopted budget. All staff activities and assistance provided to MBTA and its consultant Moore & Associates are consistent with the current adopted FY 2011/2012 Budget.

Reviewed By: This item was received and filed by the Commuter Rail and Transit Committee on May 17, 2012.

Responsible Staff: Nancy Strickert, Transit Analyst

BRD1206a-ns
Attachment:
BRD1205a1



1. EXECUTIVE SUMMARY

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CHAPTER 1 – EXECUTIVE SUMMARY

Moore & Associates was selected by the Morongo Basin Transit Authority (MBTA) to prepare a Comprehensive Operational Analysis within the MBTA service area; comprised of Joshua Tree, Twentynine Palms, Yucca Valley, and a number of surrounding unincorporated communities. The cornerstone goal of this project is to objectively and comprehensively evaluate existing transit demand and performance of those transit services operating within the Morongo Basin (i.e., local routes, intercity routes and Ready Ride) as well as the review those policies associated with system operation.

Current service delivery includes five local deviated fixed-routes, three intercity routes, and a demand-response service (Ready Ride). The local service area spans from Twentynine Palms to the east, Yucca Valley to the west, and Twentynine Palms Marin Base and Landers to the north. Intercity services provide connections between the Twentynine Palms Marine Base and Yucca Valley, as well as Palm Springs 30 miles to the south. Service hours span from 6:00 a.m. 9:55 p.m. on weekdays; from 7:15 a.m. to 8:30 p.m. on Saturday; and 10:00 a.m. to 7:35 p.m. on Sundays. Most of the local routes operate on 60-minute frequencies, while a pair of intercity routes provide one to three round-trips daily.

MBTA Comprehensive Operational Analysis Process

A project initiation meeting was held August 17, 2011 at the MBTA offices. Attendees discussed the projected timeline, goals and outreach methodologies intended to take place throughout the project term. Moore & Associates also attended MBTA's TDA Article 8 unmet needs hearing as well as met with representatives of the local National Park Service and Morongo Basin Unified School District.

To encourage participation from Morongo Basin residents as well as current MBTA riders several outreach activities including a community intercept survey, onboard survey, dial-a-ride survey, driver survey, and six focus groups were completed. Approximately 1,065 individuals participated in this process.

Report Structure

The MBTA Comprehensive Operational Analysis is divided into six sections: Executive Summary, Goals, Objectives, and Performance Standards, Demand Analysis, Fare Analysis, Public Outreach, Service Evaluation, and Action Plan. The MBTA Action Plan includes Service Alternatives, Capital and Financial Plans, and Implementation Plan. The following narrative is intended to serve as a summary of key findings and recommendations presented within each chapter.

The Goals, Objectives, and Performance Standards (Chapter 2) advances the Performance Measurement System governing the public transit programs (i.e., fixed-route, commuter, demand-response) provided by the Morongo Basin Transit Authority. An organization's mission or visioning

statement provides a foundation for its Performance Measurement System. An effective Performance Measurement System is composed of goals, objectives, and performance standards. This establishes quantifiable criteria for MBTA to adhere to when providing safe, reliable, and cost-effective means of transportation for its residents and adjoining communities.

- Goals are statements that *qualify* the desired results. They are the end toward which efforts are directed. They are general and timeless, yet theoretically attainable.
- Objectives provide *quantifiable* measures of the goals. They are more precise and capable of both attainment and measurement.
- Standards set *quantifiable* targets for achieving the adopted goals.

The Demand Analysis (Chapter 3) includes an analysis of population, demographic, economic, and land-use data to develop a profile of the Morongo Basin Transit Authority service area. The profile results in the identification and quantification of demand for public transit service, along with local and regional travel patterns. The chapter is divided into several discussions including total population, ride-dependent populations, economic and employment profile, and trip generators.

Summary of Findings

- Joshua Tree experienced the largest percent change in population (76 percent) between 2000 and 2010 (Exhibit 3.2).
- Persons with a disability and low-income individuals (below federal poverty level) represent the largest ride-dependent groups in the MBTA service area (Exhibit 1.1).
- Persons residing in Joshua Tree indicate great reliance on public transit for personal mobility (Section 3.3).

Exhibit 1.1 Ride-Dependent Population Estimates

City/Community	2009 Estimated Total Population	Persons with a Disability[2]	Zero-Vehicle Households	Individuals Below Poverty Level
Joshua Tree	5,275	31.04%	10.2%	25.1%
Twentynine Palms	32,949	15.93%	6.1%	12.9%
Twentynine Palms Marine Corps Base	-	-	-	-
Yucca Valley	20,066	25.91%	6.7%	12.9%
Twentynine Palms-Yucca Valley CCD[1]	76,910	19.59%	6.0%	14.5%

[1]Geography listed as Twentynine Palms-Morongo Valley census county division (CCD) in Census 2000.

[2]Estimate calculated from 2000 Census and 2010 Census population growth.

Source: 2005-2009 ACS Estimates

The Service Evaluation (Chapter 4) presents a summary of MBTA's current offerings as well as a snapshot of recent performance. The chapter includes an analysis of current MBTA operations impacting day-to-day service provision intended to provide the framework for service enhancement recommendations. The chapter is divided into three primary sections:

- Program overview,

- Performance measures, and
- Ride check analysis.

Exhibit 1.2 includes performance measures for the MBTA system across the last four fiscal years (FY 2007/08 through FY 2010/11). System data reflects fixed-route services (local and intercity) as well as Ready Ride. System performance peaked in Fiscal Year 2008/09 and declined thereafter (as discussed in Chapter 4.2). Although fare revenue decreased by approximately seven percent during FY 2010/11, operating cost decreased by nearly seven percent as well.

Exhibit 1.2 System Performance Measures

Performance Measure	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11
Operating Cost	$1,939,575	$2,049,573	$2,150,255	$2,008,616
percent change		*5.7%*	*4.9%*	*-6.6%*
Fare Revenue	$358,507	$420,679	$406,114	$376,934
percent change		*17.3%*	*-3.5%*	*-7.2%*
Vehicle Service Hours (VSH)	31,901	32,228	32,216	32,734
percent change		*1.0%*	*0.0%*	*1.6%*
Vehicle Service Miles (VSM)	662,787	661,799	681,722	676,399
percent change		*-0.1%*	*3.0%*	*-0.8%*
Ridership	346,475	383,074	357,876	354,883
percent change		*10.6%*	*-6.6%*	*-0.8%*
Performance Indicator				
Operating Cost/VSH	$60.80	$63.60	$66.74	$61.36
percent change		*4.6%*	*5.0%*	*-8.1%*
Operating Cost/VSM	$2.93	$3.10	$3.15	$2.97
percent change		*5.8%*	*1.8%*	*-5.9%*
Operating Cost/Passenger	$5.60	$5.35	$6.01	$5.66
percent change		*-4.4%*	*12.3%*	*-5.8%*
Passengers/VSH	10.86	11.89	11.11	10.84
percent change		*9.4%*	*-6.5%*	*-2.4%*
Passengers/VSM	0.52	0.58	0.52	0.52
percent change		*10.7%*	*-9.3%*	*-0.1%*
Farebox Recovery	18.5%	20.5%	18.9%	18.8%
percent change		*11.0%*	*-8.0%*	*-0.6%*
Fare/Passenger	$1.03	$1.10	$1.13	$1.06
percent change		*6.1%*	*3.3%*	*-6.4%*

Each MBTA route experienced challenges regarding on-time performance (as shown in Exhibit 1.3). The MBTA system is on-time nearly 78 percent of the time. The most common problem is late departures (approximately 16 percent of surveyed trips). Early departures were noted on Routes 3A and 3B, as well as Route 1.

Exhibit 1.3 On-Time Performance by Route

Route	System Performance				
	Early	Late	Missed	On-time	Total
Route 1 Eastbound	3.3%	21.4%	0.0%	75.2%	100.0%
Route 1 Westbound	6.6%	15.7%	2.5%	75.1%	100.0%
Route 3A	6.1%	0.0%	0.0%	93.9%	100.0%
Route 3B	4.5%	1.5%	0.0%	93.9%	100.0%
Route 7A	1.5%	1.5%	0.0%	97.0%	100.0%
Route 7B	1.8%	3.6%	0.0%	94.5%	100.0%
Route 12 Northbound	0.0%	38.9%	0.0%	61.1%	100.0%
Route 12 Southbound	0.0%	46.7%	0.0%	53.3%	100.0%
Route 15 to Palm Springs	0.0%	41.7%	16.7%	62.5%	100.0%
Route 15 to MCAGCC	0.0%	26.7%	60.0%	13.3%	100.0%
Route 21	2.4%	38.1%	9.5%	50.0%	100.0%
Total	**3.9%**	**16.0%**	**2.8%**	**77.9%**	**100.0%**

Exhibit 1.4 illustrates the top boarding and alighting locations across the MBTA system. The ranking is based on actual activity; it is not weighted by relative or respective ridership. Stop locations closely reflect findings in the Public Outreach Chapter regarding trip purpose.

Exhibit 1.4 Top Boarding and Alighting Locations

Top Boarding Locations	
Rank	Stop
1	Twentynine Palms Transit Center (Adobe & Cactus)
2	Kickapoo Trail @ Hwy 62 (Park & Ride)
3	Hwy 62 @ Sage (Big Lots)
4	Balsa @ Diadem
5	Yucca Valley Transit Center
Top Alighting Locations	
Rank	Stop
1	Twentynine Palms Transit Center (Adobe @ Cactus)
2	Hwy 62 @ Rotary (CMC)
3	Balsa @ Diadem (Dollar Tree)
4	Yucca Valley Transit Center
5	Hwy 62 @ Encelia (Stater Brothers)

Summary of Findings

- Routes 12 and 15 achieve significantly higher fares/passenger than other MBTA routes (Section 4.3)
- Routes 1, 3A, 3B, 7A, and 7B experienced early departures throughout all trip segments (Section 4.4).
- Route 1 had the highest boardings per trip with the highest average in the AM-Peak period (Section 4.3).

A key component to developing this report is community involvement. The Public Outreach section (Chapter 5) presents community input solicited throughout the project term. Given the number of unique communities and the variety services residents require, it was particularly important the community was involved throughout this Plan's development. Outreach was targeted not only to those persons who currently ride transit services but also to local non-profit and community groups, and the drivers themselves. In addition, more intensive efforts were made to garner input from individuals who are dependent on public transit services for the majority of their mobility needs. To meet this project goal, we employed a comprehensive community involvement strategy which included the following community outreach and market research efforts which are discussed herein.

- Six focus groups and community presentations,
- Community survey,
- Onboard survey,
- Ready Ride customer survey, and
- MBTA driver survey.

Focus groups are listed in Exhibits 1.5.

Exhibit 1.5 Summary of Stakeholder Outreach

Organization	Activity Format	Participants	Date	Location
Reach Out Morongo	Small group	5	10/5/2011	Twentynine Palms Senior Center
Morongo Basin Mental Health Services	Small group	11	10/5/2011	55475 Santa Fe Trail, Yucca Valley
Copper Mountain College	Small group	2	10/5/2011	Copper Mountain College
Twentynine Palms Food Pantry	Open roundtable	13	10/6/2011	6450 Stardune Ave , Twentynine Palms
Unmet Needs Hearing	Public hearing	N/A	10/6/2011	Twentynine Palms Council Chambers
National Park Service	Teleconference	1	10/17/2011	N/A
Morongo Unified School District	Teleconference	2	11/10/2011	N/A

Summary of Findings

- Focus groups and outreach efforts reveal a perceived poor on-time performance (Section 5.5)
- Several drivers suggested additional Saturday service would be beneficial, specifically in Landers (Section 5.3).
- Potential service reduction by Morongo Unified School District could result in more students relying on MBTA for transportation to and from school (Section 5.5).
- Onboard Survey
  - Typical rider is adult, riding to work or school, using cash fare media.
  - Despite the large proportion of low-income ridership, respondents stated if a fare increase were instated, weekend service and expanded service hours would be preferred.
- Ready Ride customer survey
  - Riders tend to be sporadic patrons, with healthcare and shopping being the most common travel purpose,
  - Over 25-percent of respondents indicated they would be physically capable of using the fixed-route service,

  - Satisfaction mirrored that of the fixed-route service wherein, the least satisfaction was with on-time performance and the highest satisfaction was cost of service.
- Driver survey
  - Drivers suggested reduced stops at the Dollar Tree off of Highway 62, and
  - Bus stop improvements, most notably lighting and signage.
- Community survey
  - The greatest need for transit services based on ride-dependency factors was found to be in Joshua Tree,
  - Most intracity home-to-work travel occurred in Twentynine Palms,
  - A quarter of respondents were low-income or had limited or no access to a personal vehicles, and
  - Most respondents who didn't have a personal vehicle would choose to get a ride from a friend or family before riding public transit.
- Focus groups
  - Request for increased frequency along Route 1 to every 30 minutes.
  - Some participants expressed dissatisfaction with on-time performance (early departures and late arrivals) as well as driver courtesy. Early departures were noted specifically on Route 1.
  - Increased weekend service requested.

The Action Plan (Chapter 6) provides recommendations, potential funding sources and an implementation timeline based on the analysis' findings. The chapter is divided into three distinct sections; Service Alternatives, Capital and Financial Plans, and the Implementation Plan.

The Service Alternatives section (Section 6.1) presents and prioritizes proposed recommendations for enhancing public transit services operating within the Morongo Basin sub-region, presents fiscal implications on current and future transit service in the study area, and identifies steps in implementing improvements in near, mid- and long-term service scenarios. In essence, it provides a "blueprint" for improving and enhancing future transit service.

What follows is a bulleted summary of recommendations by timeframe.

- Near-term: The recommendations focus on policy and marketing efforts and are forecast to require only modest time or expenses. Recommendations include:
  - Policy adherence,
  - Driver training, and
  - Customer outreach and marketing.
- Mid-term: The following recommendations would be addressed following near-term recommendations as indicated in the Action Plan:
  - System-wide fare adjustments,
  - Introduce Route 1 Sunday service,

  - Add 5 minutes to schedule run times along Routes 12 and 15, and
  - Update trip scheduling software.
- Long-term: The following recommendations would be addressed over a multi-year period and may be contingent upon securing additional funding:
  - Increase trip frequency along Route 1 to every 30 minutes during the AM Peak (6:00 a.m. to 9:00 a.m.) and PM Peak (3:30 p.m. to 7:00 p.m.) day-parts, and
  - Route 7A/7B realignment into a single figure-eight route covered by two vehicles.

The Capital Plan (Section 6.2) presents a framework for the ongoing development of the infrastructure necessary for the effective and efficient provision of public transit service throughout the Morongo Basin. The Capital Plan includes a detailed inventory of vehicles, facilities and other amenities, as well as a replacement schedule of existing fleet vehicles necessary to meet existing, future and recommended service needs.

The Financial Plan (Section 6.3) provides projected fiscal impacts associated with implementing the proposed recommendations presented in the Service Alternatives Section (Chapter 6.1). Three financial plans have been developed to reflect three funding scenarios (i.e., Near-Term, Mid-Term, and Long-Term). The Financial Plans present fare projections, anticipated operating cost for each recommendation, and estimated farebox recovery ratio by mode. This section also highlights potential funding sources MBTA should consider applying for to fund the proposed recommendations as well as a fare analysis of MBTA's existing fare structure and policies.

The Fare Analysis (Chapter 6.4) reviews the Morongo Basin Transit Authority's current fare structure and policies as well as feedback from community outreach efforts conducted throughout project term to determine if fares and policies meet identified service and community need. Additionally, this section provides a fare comparison with other transit operators of similar characteristics (i.e., service area, types of service offered, population, and ridership) to illustrate MBTA's relative standing. Analysis presented in this section is used to shape recommendations regarding the fare structure presented in Chapter 6.1 – Service Alternatives.

Summary of Findings

- While many patrons stated the service was too expensive, they did concede it was more cost-effective than operating a personal vehicle.
- MBTA's single-ride local-fixed route fare is lower than its peers, however senior and person with disability rates are notably higher than comparable operators.
- MBTA's Ready Ride ridership grew between FY 2009/10 and FY 2010/11, yet Fare Revenue declined.

The Implementation Plan (Section 6.5) presents a recommended schedule of those tasks anticipated to support introduction of the recommendations presented in the Service Alternatives section. A brief narrative detailing the required resources and probable allocation of the resources is provided for each of the three timeframes.

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 24

Date: June 6, 2012

Subject: Feasibility Study for the possible consolidation of the Victor Valley Transit Authority (VVTA), Barstow Area Transit (BAT) and Needles Area Transit (NAT).

Recommendation:* Approve Contract No. C12255 between VVTA and SANBAG in the amount of $50,000 for the completion of a feasibility study to examine the consolidation of transit operators VVTA, BAT and NAT.

Background: In the Spring of 2011, preliminary analysis was done for the potential consolidation of VVTA, BAT, and NAT. The preliminary analysis determined that there is a potential for cost savings by consolidating operations, maintenance and administrative functions between these three transit agencies. However, the study was performed at a high level and the initial study recommended that further analysis be conducted prior to taking additional steps toward consolidation.

On March 28, 2012, SANBAG staff met with representatives from VVTA, BAT, City of Barstow, NAT and City of Needles. During the discussion, all parties were open to the potential consolidation, however, it was determined that a more thorough feasibility study be conducted to better assess the impacts of consolidation on VVTA, BAT and NAT. VVTA is currently in the early stages of their comprehensive operational analysis (COA) and the COA represents the ideal

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206b-ns
C12255

opportunity to assess the capital, operating, and administrative impacts that a consolidation of one agency or more could have on VVTA. Additionally, should it be advisable to consolidate one or more of the transit agencies, the COA provides an opportunity to prepare the necessary Short Range Transit Plan for the consolidated agency, thereby saving time and money by not needing to procure this type of service.

The consultant preparing the COA for VVTA is AECOM, Inc. AECOM has developed a Scope of Work for the analysis of consolidating VVTA, BAT and NAT. Based on the scope, AECOM estimates that the feasibility study would require $50,000 to complete the feasibility study.

AECOM is under contract with VVTA for the VVTA COA and any amendment to its scope for the consolidation feasibility study will be completed through VVTA Board of Directors. Therefore, SANBAG is recommending the approval of Contract No. C12255 between SANBAG and VVTA. This contract is an agreement that passes through an amount not to exceed $50,000 for the consolidation feasibility study. It also establishes invoicing and reporting requirements for VVTA to keep SANBAG informed of the study's progress. The Contract is included as Attachment A to this item.

Financial Impact: This item is consistent with the currently adopted SANBAG FY 2011/2012 Budget, Task No. 0309 General Transit, Local Transportation Fund (LTF) - Planning.

Reviewed By: This item was reviewed and unanimously recommened for approval by the Commuter Rail and Transit Committee on May 17, 2012. This item was reviewed and approved as to form by the Contracts Manager and SANBAG's Legal Counsel.

Responsible Staff: Nancy Strickert, Transit Analyst

BRD1206b-ns
C12255

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12255 Amendment No. _____

By and Between

San Bernardino Associated Governments and Victor Valley Transit Authority

Contract Description Cooperative Agreement

Board of Director's Meeting Date: June 06, 2012

Overview of BOD Action: Approve Contract No. C12255 between VVTA and SANBAG for the amount of $50,000 for the completion of a consolidation feasibility study.

Is this a Sole-Source procurement? ☐ Yes ☒ No

CONTRACT OVERVIEW					
Original Contract Amount	$	50,000	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	50,000	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	50,000

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
06/06/12	07/01/14	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0309.

☐ A Budget Amendment is required.

How are we funding current FY? LTF Planning Fund 1035

☐ Federal Funds ☐ State Funds ☐ Local Funds ☒ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

LTF Planning Fund 1035

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

mm 5/11/12

Task Manager (Print Name) Nancy Strickert	Signature	Date 5/10/12
Project Manager (Print Name) KATHLEEN MURPHY-PEREZ	Signature	Date 5/16/12
Contracts Manager (Print Name) WILLIAM STAWARSKI	Signature	Date 5/11/12
Chief Financial Officer Signature (Print Name)	Signature	Date

C12255-rpg
0309

COOPERATIVE AGREEMENT C12255
BETWEEN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
AND
VICTOR VALLEY TRANSIT AUTHORITY

This COOPERATIVE AGREEMENT ("AGREEMENT"), is effective on the "Effective Date" defined herein, by and between the San Bernardino Associated Governments, a joint powers authority, hereinafter referred to as "SANBAG", and the Victor Valley Transit Authority, a joint powers authority, hereinafter referred to as "VVTA" for the purpose of defining the roles and responsibilities of the two parties with respect to the receipt of Local Transportation Funds for the purpose of studying the consolidation of transit agencies in the Victor Valley, North Desert and Colorado River subareas of San Bernardino County. SANBAG and VVTA are each a "party" and collectively "Parties" as identified herein.

RECITALS:

WHEREAS, SANBAG is the San Bernardino County Transportation Commission; and

WHEREAS, California Public Utilities Code (PUC) Division 12, Section 130250, mandates the commission to coordinate the operation of all public transportation services within the county and shall resolve all jurisdictional disputes between public transit operators; and,

WHEREAS, VVTA, Barstow Area Transit (BAT) and Needles Area Transit (NAT) are providers of public transportation within the county; and,

WHEREAS, It is possible that these public transportation services can be provided more efficiently by fewer transit providers; and,

WHEREAS, VVTA is currently conducting a Comprehensive Operations Analysis (COA) of its public transportation services, ("Project"), which are the services identified herein as Attachment A; and

WHEREAS, BAT, NAT and VVTA desire to participate in a study to determine the feasibility of combining the three agencies into one transit agency hereinafter referred to as "Project"; and

WHEREAS, VVTA is willing to amend the contract for the COA to include the Project with the financial participation of SANBAG; and

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

SECTION I. RESPONSIBILITIES OF VVTA

A. VVTA shall provide the services identified in Attachment A and by this reference is incorporated herein.

B. VVTA shall notify SANBAG in writing of the date when the funding for the services included in Attachment A is encumbered by a contract.

C. VVTA shall prepare and submit to SANBAG an original and two (2) copies of a monthly progress report and invoice for tasks included in Attachment A.

D. VVTA shall, upon completion of the Project, prepare and submit a Project Follow-up Report to SANBAG. The Project Follow-up Report shall include documentation that all aspects of the scope included in Attachment A have been completed.

E. VVTA agrees to indemnify, defend and hold harmless SANBAG and its authorized officers, employees, and agents from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs of expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. VVTA indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

SECTION II. RESPONSIBILITIES OF SANBAG

A. SANBAG shall provide technical assistance and document review to VVTA during the preparation of the Project.

B. SANBAG's contribution to VVTA is limited to a Not-To-Exceed Amount of Fifty Thousand Dollars ($50,000.00) to complete a study to determine the feasibility of consolidating VVTA, BAT, and NAT into one agency.

C. To reimburse VVTA within thirty (30) calendar days after VVTA submits to SANBAG a satisfactory monthly invoice and progress report for Project.

SECTION III. MUTUALLY AGREED PROVISIONS:

A. Term of Agreement - This Agreement shall remain in effect until July 1, 2014. The term of this Agreement may only be extended upon mutual written agreement by both Parties.

B. Legal Authority - SANBAG and VVTA hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

C. Notices - Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To VVTA:

Victor Valley Transit Authority
17150 Smoketree St.
Hesperia, CA 92345
Attention: **Kevin Kane**
Position: General Manager
Phone No.: 760-948-4330

To SANBAG:

San Bernardino Associated Governments
1170 W. Third St., 2nd Floor
San Bernardino, CA 92401-1715
Attention: **Mitch Alderman**
Position: Director, Transit & Rail Programs
Phone No.: 909-884-8276

D. Severability - If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

E. Counterparts of Agreement - This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile signatures will not be permitted.

F. Force Majeure - Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

G. Assignment - Neither this Agreement, nor any of the parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either party without the prior written consent of the other party in its sole, and absolute, discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

H. Obligations To Comply with Law- Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes, or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

I. Governing Law- The laws of the State of California and applicable local, state and federal laws, regulations and guidelines shall govern this Agreement.

J. The "Effective Date" of this Agreement is the date in which SANBAG executes this Agreement.

In Witness Thereof, the Parties have executed this Agreement C12255 as of the date first written below.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Larry McCallon
President

Approved as to Form:

Penny Alexander-Kelley
SANBAG Counsel

Concurrence:

Kathleen Murphy-Perez
SANBAG Contracts Manager

VICTOR VALLEY TRANSIT AUTHORITY

Kevin Kane
General Manager

Approved as to Form:

ATTACHMENT A

Desert Transit Consolidation

SANBAG, San Bernardino County, and the cities of Barstow and Needles are interested in a consolidation of the Barstow and Needles transit systems with Victor Valley Transit (VVTA). This would represent a significant expansion for VVTA, and would require changing the Joint Powers Agreement at VVTA. All entities involved are concerned about what this might mean for their local subsidy and any negative impact on current services. As part of the COA for VVTA, a feasibility study for consolidating VVTA with transit operations in the cities and Barstow and Needles has been requested. Below is a scope of work and budget for a feasibility study for consolidating Barstow, Needles, and VVTA. It is assumed that SANBAG would address any legal issues in regards to modifying the JPA to facilitate consolidation.

Scope

Task 1: Description of Each Operation

This task will provide a review of the current operations in Barstow and Needles. As part of this task Consultant will request the latest budget, operations and planning documents from each system. This information will allow Consultant to have a full understanding of system operations, funding, and staffing.

Transit operations data include information on the services provided. This includes many of the same data items requested as part of the COA for Victor Valley including previous planning studies, ridership and operations statistics. Consultant would also investigate which capital facilities are available for each transit system and if they are owned or leased, as well as the future capital purchases that are funded.

Budget documents would be requested in order to understand system costs and revenues. This would include how the contractor charges the city for services operated, and how costs are allocated. Funding by source and function will also be analyzed from budget documents. This will allow for a determination of the cost and revenue impacts to the VVTA JPA for consolidating with Barstow and Needles.

Staffing will be reviewed both from the city side and from the contracted operator focusing on how functions are allocated between the staff and contractor. This will also require looking at the VVTA organization to determine what functions can be absorbed with current staff or how staffing would need to expand.

Task 2: Goals and Objectives of Consolidation

Clear goals and objectives need to be identified to determine if consolidation is feasible. To determine the goals and objectives for consolidation, stakeholder meetings will be held with key stakeholders with the City of Barstow, the City of Needles, San Bernardino County, SANBAG, and Victor Valley Transit. These meetings will focus each jurisdiction's perspective on consolidating transit services with Victor Valley Transit, what is the end result of consolidation

that they would like to see, how each jurisdiction is willing to support the consolidated transit agency, and what role each jurisdiction would have in the consolidated organization.

Task 3: Definition and Impacts of Consolidation

In this task Consultant will define and analyze consolidation scenarios. The evaluation criteria will be based on the goals and objectives determined in the previous task. The possible scenarios would range from a full consolidation of systems to consolidating oversight of systems with local control. The scenarios will be analyzed based on:

- Administrative impacts/staffing
- Operations impacts and contracts
- Budget impacts
- Capital facilities

Task 4: Operations

This task will be an analysis of the current operations at each system and update of the operating plans. Barstow has recently completed a Comprehensive Operational Analysis and this task will look at the performance of the new routes operated in Barstow. For Needles, the current services will be analyzed. Services to Fort Irwin and how they could be interact with the current B-V Link trips to better serve both the military market as well as the need for public service will also be looked at including the funding implications for Fort Irwin services.

Project budget for Victor Valley Transit Comprehensive Operational Analysis and Short Range Plan			Project Total
Name	Role	Rates	
David Sampson	Project Director	$89.11	40
Stuart Geltman	Project Manager	$38.37	90
Scott Baker	Expert	$105.87	32
Planners	Planners	$31.20	150
Total Labor Hours			312
Direct Technical Labor Budget			$15,086
Overhead 163%			$24,589
AECOM Fee (10%)			$3,967
Loaded Labor Budget			$43,642
AECOM Travel			$5,500
Total			$49,142

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 25

Date: June 6, 2012

Subject: Bicycle Project and Funding Update

Recommendation:* Receive information on project development and funding for bicycle projects in San Bernardino County.

Background: On March 21, 2012, the Plans and Programs Committee received information on potential SANBAG applications for Caltrans Bicycle Transportation Account (BTA) funds for countywide non-motorized projects. The Committee recommended, and the Board subsequently authorized, staff to include in the applications a commitment of up to $350,000 in funds from a combination of Measure I 1990-2010 Transportation Management and Environmental Enhancement (TMEE) funds; Transportation Enhancement (TE) funds; and/or Transportation Development Act (TDA) Article 3 funds to use as a match for the grant(s), or as supplemental funds to the grant, should SANBAG be successful in receiving the grant funds. In a subsequent agenda item at the April 18 Plans and Programs Committee meeting, the Committee approved use of the matching funds for individual jurisdiction BTA applications, given that Caltrans indicated SANBAG could not be a direct applicant for those funds.

As an additional note, Board members provided comments at the March 21 Plans and Programs Committee meeting regarding bicycle project development, including ancillary initiatives such as bicycle rental and promotion of bicycle-supportive businesses in proximity to bicycle facilities. Staff committed to

*

Approved
Board Agenda Item

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1206a-ss

provide a report back to the committee at a later time. This agenda item is a response to that request and provides information related to bicycle facility development and funding opportunities.

On April 6, 2011, the Board of Directors approved the 2011 update to the San Bernardino County Non-Motorized Transportation Plan (NMTP), which contains an extensive amount of information on current conditions and future plans for pedestrians and bicyclists. Specifically, the NMTP details plans for each jurisdiction, policies for encouraging "active transportation," guidelines for developing future non-motorized infrastructure, and implementation priorities for regional projects. It also identifies priority projects for each jurisdiction.

The network of projects in the NMTP was then incorporated into Southern California Association of Governments' (SCAG's) 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The RTP/SCS has a major emphasis on active transportation, with a projected investment of $6 billion in regional bicycle, walking, and related infrastructure through 2035. This was an increase in the RTP/SCS from the $2 billion that SCAG had originally proposed.

The task now is to progress toward the bicycle systems that these plans envision. San Bernardino County has a good start, with 468 miles of existing Class I, II, and III bicycle facilities. The approximate share of SCAG's $6 billion funding target for San Bernardino County, based on population, would be $600 million through 2035, or over $20 million per year over the 27-year life of the RTP/SCS. This is substantially above SANBAG's historical direct funding level for bicycle facilities. However, when one considers the roadway construction and widening projects that include bicycle lanes or routes, the historical funding levels are more substantial. The next section of this item provides an overview of funding opportunities for bicycle facilities.

Funding/Grant Opportunities

Five funding sources potentially applicable to the planning, development, and construction of bicycle facilities include:

- Transportation Enhancement (TE) Funding
- Transportation Development Act (TDA) Article 3 Funding
- Congestion Mitigation and Air Quality (CMAQ) Funding
- Caltrans Bicycle Transportation Account (BTA) Funding
- SANBAG Measure I Funding

Transportation Enhancement Funding

TE funds are federal funds that can be used on projects that enhance and contribute to the transportation system through cultural, historic, aesthetic, environmental, and similar improvements. TE projects must qualify under at least one of twelve eligible categories, one of which is provision of facilities for pedestrians and bicycles. TE funds can be used for preliminary engineering (including environmental studies), real property acquisition, and construction costs associated with conducting an eligible activity. They are programmed through the State Transportation Improvement Program (STIP) process.

All bikeway, bike lane, and bike route designations (Classes I, II and III, respectively) are eligible for TE funding. However, there are many competing uses for TE funds, including highway landscaping and environmental enhancements, and only a small portion of SANBAG TE funds have been historically allocated to bicycle projects. All TE projects require a minimum 11.47% federal funding match (from State or local funds)

Transportation Development Act Article 3 Funds

The TDA provides that 2% of the Local Transportation Funds (LTF) be made available to counties and cities for facilities for the exclusive use of pedestrians and bicyclists, known as TDA Article 3 Program. In August 1999, the SANBAG Board approved a policy that 20% of the Article 3 program would be made available for projects that improve access to transit stops for pedestrians and persons with disabilities. The remaining 80% would be available for other pedestrian and bicycle projects. Eligible expenditures on the 80% portion of pedestrian and bicycle projects include:

1. Preliminary engineering leading to construction of pedestrian or bicycle facility;
2. Right-of-way acquisition necessary for pedestrian or bicycle facility;
3. Construction or reconstruction of Class I, II and III bicycle facilities and sidewalks;
4. Provision of curbs, gutters and driveway ramp paving on a sidewalk project; and
5. Purchase and installation of bicycle lockers and/or racks at major employment centers, park-and-ride lots and transit terminals.

SANBAG receives approximately $1.4 million in TDA Article 3 funding annually. Projects are identified through a periodic call-for-projects. Approximately $3.8 million in TDA Article 3 funds was awarded by the

SANBAG Board for pedestrian and bicycle projects in December 2011. This amount included two years of revenue plus other unused/returned funds.

Congestion Mitigation Air Quality (CMAQ) Funds

The CMAQ program was re-authorized in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, commonly referred to as SAFETEA-LU. The purpose of the CMAQ Program is to fund transportation projects or programs that contribute to the attainment of maintenance of the National Ambient Air Quality Standards for ozone and carbon monoxide.

SANBAG has been using most of the county's CMAQ funding for regional highway and transit projects (i.e. high occupancy vehicle lanes, signal synchronization, and transit vehicle acquisition, etc.). Design, engineering, right-of-way acquisition and construction of bicycle facilities (Classes I, II or III) are eligible for CMAQ funding. SANBAG has historically received over $20 million in CMAQ funding annually, but little has been used for bicycle facilities.

Bicycle Transportation Account

The Bicycle Transportation Account (BTA) is an annual program providing state funds for city and county projects that improve safety and convenience for bicycle commuters. In accordance with the Streets and Highways Code (SHC) Section 890-894.2 - California Bicycle Transportation Act, BTA projects must be designed and developed to achieve the functional commuting needs and physical safety of all bicyclists. Local agencies first establish eligibility by preparing and adopting a Bicycle Transportation Plan (BTP) that complies with SHC Section 891.2. The BTP must be approved by the local agency's Regional Transportation Planning Agency. San Bernardino County's Non-Motorized Transportation Plan (NMTP), which serves as the BTP for local jurisdictions, was approved by the SANBAG Board in April, 2011.

Some examples of BTA eligible projects include:

- New bikeways serving major transportation corridors
- New bikeways removing travel barriers to potential bicycle commuters
- Secure bicycle parking at employment centers, park-and-ride lots, rail and transit terminals, and ferry docks and landings
- Bicycle-carrying facilities on public transit vehicles
- Installation of traffic control devices to improve the safety and efficiency of bicycle travel
- Elimination of hazardous conditions on existing bikeways
- Planning of bikeway system

- Improvement and maintenance of bikeways
- Preliminary engineering, final design, right-of-way acquisition, construction engineering, construction and/or rehabilitation of bikeways

Funds are allocated to cities and counties on a matching basis that requires the applicant to furnish a minimum of 10 percent of the total project cost. Caltrans issues a call for BTA projects annually, typically in early spring. The program will allocate $7.2 million statewide in 2012.

Measure I Funds

The Measure I 2010-2040 Expenditure Plan identifies funding by subarea and program for highway and transit projects. Class II and Class III bicycle facilities may be incorporated into highway projects under the Valley Major Street, Mountain/Desert Major/Local Highways Programs, and any of the Local Street Programs. Pedestrian and bicycle-related access improvements may be incorporated into larger Measure I funded transit projects. In addition, the Traffic Management Systems (TMS) Programs in each subarea allow for funds to be used for planning and project development and for "projects which contribute to environmental enhancement associated with transportation facilities." While this does not explicitly list bicycle facilities, the planning, development, and matching funds for construction of such facilities can be viewed as a legitimate application of those funds. The TMS category receives 2% of Measure I funds in each subarea.

While some of the funding types (TE and CMAQ in particular) have not been historically used for bicycle facilities, it would be beneficial for SANBAG and jurisdictions to engage in project development activities for such projects in the event that projects are needing to be programmed so as not to lose access to those funds. A shelf of construction-ready bicycle projects could be an advantage to securing outside funding.

Summary of Recent Bicycle Projects and Grant Applications

- A TDA Article 3 call-for-projects was completed in December 2011, with Board approval of the projects listed in Table 1. Approximately $3.8 million in TDA funds was awarded for projects in 13 different jurisdictions.

Jurisdiction	Project	Project Total	Match	LTF Request	Match %	Average Score	Cumm. Award Total
Victorville	Riverwalk Design	$ 150,000	$ 75,000	$ 75,000	50%	76.7	$ 75,000
Rancho Cuc.	PE Trail/Day Creek Connector	$ 250,000	$ 125,000	$ 125,000	50%	76.2	$ 200,000
Yucca Valley	Yucca Valley Civic Center Ped Access	$ 182,000	$ 91,000	$ 91,000	50%	72	$ 291,000
Rialto	PE Trail	$ 600,000	$ 270,000	$ 330,000	45%	69.4	$ 621,000
Redlands	Orange Blossom Trail	$ 877,700	$ 131,655	$ 746,045	15%	66.2	$ 1,367,045
Fontana	Sierra Ave/Metrolink Crossing	$ 1,000,000	$ 250,000	$ 750,000	25%	65.8	$ 2,117,045
Chino	Bike Trails and Crosswalks	$ 54,700	$ 17,000	$ 37,700	31%	59.8	$ 2,154,745
Yucaipa	5th St Bike Lane	$ 528,174	$ 203,000	$ 325,174	38%	59	$ 2,479,919
San Bernardino, County	Orange Blossom Design	$ 70,000	$ 7,000	$ 63,000	10%	55.6	$ 2,542,919
Big Bear Lake	Big Bear Blvd, Paine Rd and Lakeview Sidewalk project	$ 441,600	$ 88,320	$ 353,280	20%	55.3	$ 2,896,199
Apple Valley	Bear Valley Rd Class I Bikeway	$ 429,300	$ 42,930	$ 386,370	10%	54.6	$ 3,282,569
Hesperia	Bear Valley Rd Bypass	$ 491,050	$ 49,105	$ 441,945	10%	53.2	$ 3,724,514
San Bernardino, City	Bicycle Lane Extension along G St. and Rialto Ave.	$ 60,000	$ 9,000	$ 51,000	15%	52.9	$ 3,775,514
Highland	McKinley St Sidewalk	$ 566,714	$ 141,679	$ 425,035	25%	52.2	xxx
Colton	Bike Lane Gap Closure	$ 191,950	$ 19,195	$ 172,755	10%	51.2	xxx
Upland	Ped Facilities Project	$ 380,000	$ 76,000	$ 304,000	20%	50.4	xxx
Barstow	Miscellaneous Curbs, Gutters and Sidewalks	$ 1,187,980	$ 593,990	$ 593,990	50%	48.4	xxx
Highland	9th St Sidewalk	$ 123,000	$ 18,450	$ 104,550	15%	46.6	xxx
		$ 7,584,168	$ 2,208,324	$ 5,375,844			$ 3,775,514

- Caltrans BTA grant applications have been submitted for bicycle projects. Funds programmed by SANBAG have been committed as a portion of the match for these projects, in the event such grants are awarded. The projects include, in part:
  - Hesperia: Bear Valley Road Bicycle Bypass – This is a Class II facility linking Hesperia, Victorville, and Apple Valley and provides an alternative to cycling on Bear Valley Road. The portion between Apple Valley and Hesperia is approximately 50% funded and will begin construction in Summer 2012.
  - Highland:
    - 2 miles of Class II bike lanes on Base Line from Sterling to Cole;
    - 1 mile of Class III bike routes on Sterling from 5th to Base Line
    - 2 miles of Class III bike routes on Victoria from 5th to Highland
    - Way-finding signs along 19 miles of bikeway
    - Bicycle parking facilities at various activity centers
    - Bicycle Safety and Education Programs at schools
  - Rancho Cucamonga: Safety enhancements at the Pacific Electric Trail crossings from the East to West City Limit (7.4 miles from Grove Ave. to the I-15 freeway).
  - Redlands:
    - Class III bike routes on Sunset Drive, California Street, Highland Avenue, and Fifth Avenue

- Class II bike lanes on Terracina Boulevard, Fern Avenue, and Highland Avenue

Although there is no assurance that grants will be received for these projects, they will remain priorities of these cities until they are constructed.

Other Ongoing Projects

The Mojave Riverwalk Trail calls for the construction of an 8-mile multiuse trail that will run along the Mojave River levee from Interstate 15 to the north, to Victor Valley College to the south. The trail will be a combination of paved and earthen pathways and is intended to provide pedestrian, bicycle and equestrian users an alternative route between the downtown area and the College. Presently, a ¾ mile portion of the trail has been completed from Interstate 15 to the Downtown area.

The Riverwalk project also includes improvements to the existing 6th Street trailhead near the Victor Valley Transportation Center, construction of a new trailhead and an interpretive area adjacent to the planned park-and-ride facility at Bear Valley Road, and interpretive signs along the trail. The proposed Riverwalk project shares the Class II bike lane with the Yates Road and Green Tree Boulevard components of the Yucca Loma Corridor, which connects the City of Victorville with the Town of Apple Valley. New bicycle connectivity is included with the Yucca Loma Bridge across the Mojave River.

The southernmost point of the Riverwalk Trail is at Bear Valley Road, which will provide connectivity to the Town of Apple Valley's planned Class II bike path along the north side of Bear Valley Road and the City of Hesperia's planned Class II bike path just south of Bear Valley Road (the Bear Valley Road bypass).

Potential for Bike Sharing and Rental

One of the questions raised at the March Major Projects Committee meeting was whether there could be potential for bicycle rental or sharing at strategic locations in the county. Mention was made of such a system in the Washington, D.C. area. Capital Bikeshare is currently the premier bicycle sharing system in the U.S., begun in 2010, that serves Washington, D.C., and Arlington County, Virginia, and is being expanded to Maryland and other parts of Northern Virginia. The stations and bicycles are owned by the participating local governments and operated in a public-private partnership with Alta Bicycle Share. With more than 1,200 bicycles operating from 140 stations, the system is currently the largest bike sharing service in the United States. It is slated to grow to 288 stations and 2,800 bikes by the end of 2012.

Bicycle sharing is still in its infancy in the U.S. The best approach for San Bernardino County is likely to follow the maturation of the concept in other markets, particularly in California. The private sector operators of such systems will develop a sense of where they can be successful, and at the appropriate time, San Bernardino County agencies can offer implementation assistance.

Financial Impact: This item is consistent with the current adopted Fiscal Year 2011/12 Budget, Task No. 0404 Subregional Transportation Planning.

Reviewed By: This item was reviewed by the Plans and Programs Committee on May 16, 2012.

Responsible Staff: Steve Smith, Director of Planning

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **26**

Date: June 6, 2012

Subject: Allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for Fiscal Year (FY) 12/13

Recommendation:* Adopt Resolution 13-001 authorizing the allocation of Local Transportation Funds (LTF) and State Transit Assistance Funds (STA) for FY 12/13.

Background: Section 99214 of the California Public Utilities Code designates the San Bernardino County Transportation Commission as the Regional Transportation Planning Agency (RTPA) for the purpose of administering the Transportation Development Act (TDA) funds (LTF and STA). This responsibility includes the adoption of the LTF apportionments, approval of all LTF and STA claims, issuance of LTF and STA allocation and disbursement instructions.

The Board approved the FY 12/13 Apportionment at its April 2012 meeting. The apportionment was then subsequently incorporated into the FY 12/13 Budget. Throughout the course of the year, Staff receives claims from eligible TDA claimants and verifies the claims against planning documents. The planning documents that are used as the basis for approving the statuatory claims of TDA funding include the transit operator Short Range Transit Plans and the SANBAG 10 Year Delivery Plan.

Following approval of a transit claim, Staff then issues allocation instructions to the County Auditor/Controller's office authorizing the use of the funds by the

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply

BRD1206a-rpg
Attachment:
RES13001-rpg

claimant. This is a staff task that is on-going throughout the year. For Staff to fulfill this responsibility for SANBAG, Section 6659 and Section 6753 of the California Code of Regulations requires that the governing body adopt a resolution authorizing the issuance of LTF and STA allocation instructions, respectively.

The attached Resolution 13-001 fulfills the requirement of California Code of Regulations Section 6659 and Section 6753.

Financial Impact: This item is consistent with the adopted FY 12/13 SANBAG Budget. Adoption of the resolution by the Board will authorize the issuance of LTF and STA allocation instructions for the commission's TDA administration functions, transportation planning and programming functions and commuter rail operating and capital assistance as approved in the FY 12/13 Budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Administrative Committee on May 9, 2012. This item has been reviewed and approved as to form by SANBAG General Counsel.

Responsible Staff: Ryan Graham, Transit Analyst

RESOLUTION NO. 13-001

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION AUTHORIZING THE ALLOCATION OF LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2012/2013

WHEREAS, the San Bernardino County Transportation Commission is the designated transportation planning agency for the administration of the Transportation Development Act funds within San Bernardino County; and

WHEREAS, the Southern California Association of Governments (SCAG) Executive Committee has adopted a Regional Transportation Plan (RTP) directed toward the achievement of a coordinated and balanced transportation system; and

WHEREAS, the SANBAG Board of Directors has adopted Short Range Transit Plans for each of the transit operators; and

WHEREAS, the SANBAG Board of Directors has adopted the SANBAG 10 Year Delivery Plan documenting anticipated capital expenditures for SANBAG's rail program; and

WHEREAS, the Short Range Transit Plans and the SANBAG 10 Year Delivery Plan include planned expenditures of transportation funds, including Local Transportation Funds and State Transit Assistance Funds; and

WHEREAS, claims may be submitted under the Transportation Development Act for allocations from the Local Transportation Fund and State Transit Assistance Funds consistent with the adopted plans and apportionments;

WHERAS, SANBAG has incorporated the amount to be allocated to each of the transit operators and SANBAG into its Fiscal Year 2012/2013 Budget; and

NOW THEREFORE BE IT RESOLVED that the Board of Directors of the San Bernardino County Transportation Commission hereby approves the allocation of Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2012/2013 subject to those claims conforming to adopted apportionments and all other requirements of the Transportation Development Act, including but not limited to the following determinations:

1. The claimant's proposed expenditures are in conformity with the Regional Transportation Plan, Short Range Transit Plan and SANBAG's 10 Year Delivery Plan.
2. The level of passenger fares and charges is sufficient to enable the operator or transit service claimant to meet the applicable fare revenue to operating expense (operating ratio) requirements as required by the Transportation Development Act.

3. The claimant is making full use of federal funds available pursuant to the continuing resolutions of Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU).
4. The sum of the claimant's allocations from the State Transit Assistance Funds and Local Transportation Fund does not exceed the amount the claimant is eligible to receive during the fiscal year.
5. Priority consideration has been given to claims to offset reductions in federal operating assistance and the unanticipated increase in the cost of fuel, to enhance existing public transportation services, and to meet high priority regional, countywide, or area wide public transportation needs.
6. The claimant has made reasonable effort to implement the productivity improvements recommended pursuant to Public Utilities Code 99244, including the specific reference to the improvements recommended and the efforts made by the claimant to implement them.
7. The claimant submits a certification issued by the Department of California Highway Patrol within the last 13 months verifying that the claimant is in compliance with Section 1808.1 of the Vehicle Code (Drivers Pull Notice Program), as required by Public Utilities Code 99251.
8. The claimant is in compliance with the qualifying criteria pursuant to Public Utilities Code Section 99314.6 (use of STA for operating purposes).
9. The transportation services contracted for under Public Utilities Code 99400(c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that where appropriate, the services are coordinated with the existing transportation service.

BE IT FURTHER RESOLVED that such approval does not include allocations for local street and roads unless the provisions of Sections 99401.5 and 99401.6 of the Public Utilities Code have been met; and

BE IT FURTHER RESOLVED that the Executive Director or her designee is authorized to transmit allocation instructions to the San Bernardino County Auditor/Controller, having first determined that the required allocation meets all requirements of this Resolution and the Transportation Development Act.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at its regular meeting thereof held this 6th day of June 2012.*

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

RES13001-rpg

DISCUSSION ITEMS

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 27

Date: June 6, 2012

Subject: State Legislative Update

Recommendation:* Receive Presentation from SANBAG's State Advocate Mark Watts

Background: SANBAG's State advocate, Mark Watts, will provide a status report on issues in Sacramento. Mr. Watts will give a presentation on the May Revision, Cap and Trade developments and the Gold Line extension to the City of Montclair.

May Revision

The state budget deficit for the current and FY 2012-13 budget year, combined, has increased from $9.2 billion to an expected $15.7 billion due to lower than previously projected revenues and increasing cost pressures for social programs and education. To address this, the governor is proposing a series of actions, ranging from additional cuts to the state budget, increasing revenues from his initiative measure expected to qualify for the November ballot, and other actions including revenues transfers.

The Governor is proposing to link additional serious budget reductions with an "appeal to voters" to temporarily increase taxes. If the Governor's tax initiative does not pass in November, $6 billion in additional cuts will go into effect on January 1st. To help address the General Fund shortfall, the Governor's May Revision proposes to capture a portion of the new fuel excise taxes resulting from the Fuel Tax Swap that are attributable to off-road fuel uses, and to transfer these

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1206b-eh
Attachment: BRD1206b1-eh

revenues to the General Fund. The amount to be transferred will amount to $184 million in the current year ending in June, 2012, and an ongoing amount of $128 million annually thereafter. These revenues are not protected by Article XIX, but do representing a reduction to overall transportation resources. The Governor's May Revision does note that the "structural provisions" of the Fuel Tax Swap that provided for the "backfill" of the Prop 42 sales tax revenues will proceed unaffected.

Cap and Trade

The Governor has proposed using this year's proceeds for several programs at the state level, including sustainable transit expenditures and freight projects. He believes that Cap and Trade funding could also be applied to the High Speed Rail (HSR) project. This could readily be achieved by providing a new definition of higher speed rail (outside the Proposition 1A-specific definition of HSR) and using some of the Cap and Trade funds to supplement funding in the North and South Corridors, in line with the anticipated approach expected to be revealed in the upcoming release of the HSRA Business Plan.

The Governor is attempting, through the budget process, to spend approximately $500 million on backfilling state general funds expenditures related to reducing Green House Gases (GHG); he calls for additional expenditures in new programs to reduce GHG in the future, and among these could be sustainable transportation uses such as transit.

Gold Line

Over the past few months SANBAG has been working diligently with the Gold Line Authority, Los Angeles County Metropolitan Authority (LACMTA) and Assemblymember Torres on crafting language for the Gold Line extension to the City of Montclair. Through multiple discussions SANBAG was able to secure legislative language that satisfies the needs and concerns of San Bernardino County. Assemblymember Torres has amended her bill, AB 1600, to grant SANBAG a non-voting seat on the Metro Gold Line Foothill Extension Construction Authority Board. SANBAG will also enter into a Memorandum of Understanding (MOU) with LACMTA.

Financial Impact: This item has no impact to the FY 2011-2012 SANBAG Budget.

Reviewed By: This item has not had prior policy committee review.

Responsible Staff: Eric Haley, Interim Legislative Director

BRD1206b-eh
Attachment: BRD1206b1-eh

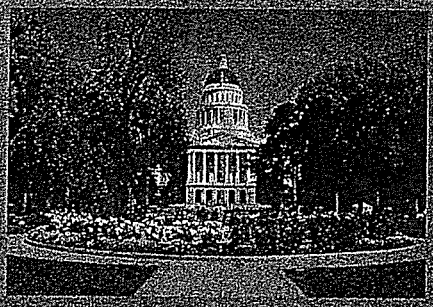
ATTACHMENT 1

SANBAG Board

Sacramento Update

Mark Watts
Smith, Watts & Martinez

June 6, 2012



State Budget Update

The overall state budget deficit for the current and 2012-13 budget year, combined, has increased from $9.2 billion to an expected $15.7 billion

Due to lower than projected revenues and increasing cost pressures for social programs and education.

But, if the Governor's tax initiative does not pass in November, $6 billion in additional cuts will go into effect on January 1st.

Key Transportation Budget Issue – Off Road Gas Tax Revenues

- The Governor's proposes to redirect a portion of the new fuel excise taxes resulting from the Fuel Tax Swap from Off-Road Fuel uses to the General Fund.
- The amount to be transferred will be $184 million in the current year ending in June, 2012, and an ongoing amount of $128 million annually thereafter.
- These taxes do not fall under Article XIX.
- The Governor's May proposal notes that the "structural provisions" of the Fuel Tax Swap that provided for the "backfill" of the Prop 42 sales tax revenues will proceed unaffected.
- Coordinated an effort to "sunset" the permanent transfer of these funds.

Cap and Trade

What is "Cap and Trade"

- The Global Warming Solutions Act of 2006 (AB 32) established the goal of reducing greenhouse gas (GHG) emissions statewide to 1990 levels by 2020.
- In order to help achieve this goal, CARB recently adopted regulations to establish a new "cap-and-trade" program that places a "cap" on the aggregate GHG emissions from entities responsible for roughly 80 percent of the state's GHG emissions.
- The ARB will issue "carbon allowances" that the regulated companies will be able to "trade" (buy and sell) on the open market.
- This scheme is premised on the theory that "cap-and-trade" offers the potential to reduce GHG emissions more cost-effectively than traditional "command-and-control" regulations.
- Governor has estimated $1 billion in 2012-13 while the LAO say it could be between $600 Million and $3 Billion

Cap and Trade and the State Budget

Budget Implications

- The Governor has proposed using this year's proceeds for several programs at the state level, including sustainable transit expenditures and freight projects.
- The Governor has suggested that Cap and Trade funding could also be applied to the High Speed Rail (HSR) project.
- This would involve a new definition of higher speed rail (outside the Proposition 1A-specific definition of HSR) and using some of the Cap and Trade funds to supplement funding in the North and South Corridors.
- The Governor also proposed spending $500 million on backfilling state general funds expenditures related to reducing Green House Gases (GHG).
- The Governor also proposed spending for new programs to reduce GHG in the future, and among these could be sustainable transportation uses such as transit.

Legislation of Interest

AB 1600 (Torres) Related to Goldline Extension

Over the past few months SANBAG has been working diligently with the Gold Line Authority, LA Metro and Assemblymember Torres on language for the future Gold Line extension to the City of Montclair.

Through multiple discussions, SANBAG was able to secure legislative language that satisfies the needs and concerns of San Bernardino County.

Assemblymember Torres has amended her bill, AB 1600, to grant SANBAG a non-voting seat on the Metro Gold Line Foothill Extension Construction Authority Board.

SANBAG will also enter into a Memorandum of Understanding (MOU) with LACMTA.

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 28

Date: June 6, 2012

Subject: Election of SANBAG Officers for 2012/2013

Recommendation:* Conduct election for President and Vice President of the SANBAG Board of Directors for 2012/2013.

Background: In accordance with the SANBAG Bylaws, the Board of Directors annually elects officers of the organization. This item provides for the election of officers for 2012/2013. Section B of the SANBAG Bylaws states:

> The Office of President shall alternate annually between county representatives and city representatives. In years when the President is a county representative, the Vice President shall be a city representative and vice versa.

In accordance with SANBAG Policy No. 10002, the SANBAG Vice President shall serve as Chair of the Administrative Committee.

An informal practice has been established which rotates the city office holders among East Valley, West Valley, and Mountain/Desert city members, which would call for rotation of the Vice President seat to a Mountain/Desert city representative. A Chronology of Officers is attached to this agenda item for information. New officers will take office at the July Board of Directors and

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Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE	X	CMA	X

Check all that apply.
BRD1206d-dab

Administrative Committee meetings. Selection of policy committee chairs and vice chairs will be scheduled during the month of June.

Financial Impact: This item has no financial impact on the SANBAG budget.

Reviewed By: The date of this election was set at the May Board of Directors meeting. This item is consistent with agency bylaws and past practice.

Responsible Staff: Duane A. Baker, Director of Management Services

ATTACHMENT

SANBAG Chronology of Officers

List of Officers who have served on the SANBAG Board of Directors from 1973 to the present.

Term	President	Vice President
2011-2012	Larry McCallon City of Highland	Janice Rutherford Board of Supervisors
Dec. 2010 – June 2011	Brad Mitzelfelt Board of Supervisors	Larry McCallon City of Highland
July 2010-Dec. 2010	Brad Mitzelfelt Board of Supervisors	Bea Cortes City of Grand Terrace
2009-2010	Paul Eaton City of Montclair	Brad Mitzelfelt Board of Supervisors
2008-2009	Gary Ovitt Board of Supervisors	Paul Eaton City of Montclair
2007-2008	Lawrence Dale City of Barstow	Gary Ovitt Board of Supervisors
Jan. 2007-June 2007	Dennis Hansberger Board of Supervisors	Lawrence Dale City of Barstow
July 2006-Dec. 2006	Dennis Hansberger Board of Supervisors	James Lindley City of Hesperia
2005-2006	Kelly Chastain City of Colton	Dennis Hansberger Board of Supervisors
2004-2005	Paul Biane Board of Supervisors	Kelly Chastain City of Colton
2003-2004	Bill Alexander City of Rancho Cucamonga	Paul Biane Board of Supervisors
2002-2003	Bill Postmus Board of Supervisors	Bill Alexander City of Rancho Cucamonga
2001-2002	Jim Bagley City of Twentynine Palms	Bill Postmus Board of Supervisors
2000-2001	Dennis Hansberger Board of Supervisors	Jim Bagley City of Twentynine Palms
1999-2000	Robert Christman City of Loma Linda	Dennis Hansberger Board of Supervisors
1998-1999	Kathy A. Davis Board of Supervisors	Robert Christman City of Loma Linda

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Attachment:
BRD1206d1-dab

1997-1998	David Eshleman City of Fontana	Kathy A. Davis Board of Supervisors
1996-1997	Jon Mikels Board of Supervisors	David Eshleman City of Fontana
1995-1996	Jim Busby City of Victorville	Jon Mikels Board of Supervisors
1994-1995	Jerry Eaves Board of Supervisors	Jim Busby City of Victorville
1993-1994	Laurie Tully-Payne City of Highland	Jerry Eaves Board of Supervisors
1992-1993	Barbara Cram Riordan Board of Supervisors	Laurie Tully-Payne City of Highland
1991-1992	Larry Rhinehart City of Montclair	Robert Hammock Board of Supervisors
1990-1991	Marsha Turoci Board of Supervisors	Larry Rhinehart City of Montclair
1990-1991	A.W. Bill Speyers City of Big Bear Lake	Marsha Turoci Board of Supervisors
1989-1990	Larry Walker Board of Supervisors	A.W. Bill Speyers City of Big Bear Lake
1988-1989	Elmer Digneo City of Loma Linda	Larry Walker Board of Supervisors
1987-1988	Jon Mikels Board of Supervisors	Elmer Digneo City of Loma Linda
1986-1987	Frank Carpenter City of Upland	Jon Mikels Board of Supervisors
1985-1986	Barbara Cram Riordan Board of Supervisors	Jon Mikels City of Rancho Cucamonga
1984-1985	Edward Dondelinger City of Adelanto	Barbara Cram Riordan Board of Supervisors
1983-1984	David McKenna Board of Supervisors	Edward Dondelinger City of Adelanto
1982-1983	John Longville City of Rialto	David McKenna Board of Supervisors
1981-1982	Cal McElwain Board of Supervisors	John Longville City of Rialto
1980-1981	Homer Briggs City of Ontario	Cal McElwain Board of Supervisors
1979-1980	Robert Hammock Board of Supervisors	Homer Briggs City of Ontario
1978-1979	Chresten Knudsen City of Redlands	Joe Kamansky Board of Supervisors
1977-1978	Robert Townsend	George Goldsmith

BRD1206d-dab

	Board of Supervisors	City of Barstow
1976-1977	Eileen Carter City of Chino	Robert Townsend Board of Supervisors
1975-1976	James Mayfield Board of Supervisors	Jack Cummings City of Redlands
1974-1975	John McCarthy City of Upland	James Mayfield Board of Supervisors
1973-1974	Nancy Smith Board of Supervisors	John McCarthy City of Upland

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 29

Date: June 6, 2012

Subject: Report of the Measure I Independent Taxpayer Oversight Committee

Recommendation:* Receive the findings of the Independent Taxpayer Oversight Committee (ITOC) on the consistency of Measure I expenditures for Fiscal Year 2010/2011 with the provisions of the Measure I Expenditure Plan

Background: Measure I 2010-2040 contains a provision that required the creation of an ITOC. The role of the ITOC as written in Measure I is "...to provide citizen review and to ensure that all Measure I funds are spent in accordance with provisions of the Expenditure Plan and Ordinance." On April 30, 2012, the ITOC met to review Measure I expenditures for Fiscal Year 2010/2011.

The ITOC members were provided several documents in advance of their meeting to assist them in their review. The documents that the ITOC members received were:

1. Measure I Ordinance 04-01 and its Related Expenditure Plan
2. SANBAG Basic Financial Statements for the Year Ended June 30, 2011
3. Draft Measure I Local Pass through Summary Audit Report for the Year Ended June 30, 2011
4. Measure I 2010-2040 Ten-Year Delivery Plan
5. Measure I Local Pass Through Five-Year Capital Improvement Plans
6. SANBAG Rating Agency Presentation – February 2012.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	

Check all that apply.
BRD1206c-dab

During their meeting, the ITOC members reviewed the Measure I Expenditure Plan and the Measure I Strategic Plan. The ITOC members also reviewed the Capital Project Needs Assessment (CPNA) process, the interchange list and the Ten-Year Delivery Plan in order to have some context as to how projects are selected to receive Measure I funds. Finally, the ITOC reviewed the results of the Fiscal year 2010/2011 audit.

After a review of the pertinent documents and a discussion of their contents, the ITOC voted unanimously to find that:

"The Measure I audit for Fiscal Year 2010/2011 and the processes in place for allocating Measure I funds is consistent with the Measure I Expenditure Plan."

As part of their official duties, the ITOC is required to report their finding to the SANBAG Board of Directors. Members of the ITOC will be attending the June 6, 2012, SANBAG Board of Directors meeting for this purpose.

Financial Impact: This item has no impact on the SANBAG budget.

Reviewed By: This item has not received prior policy committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: **30**

Date: June 6, 2012

Subject: Inland Empire Annual Survey

Recommendation:* Receive report on results of the 2012 Inland Empire Annual Survey and provide direction to SANBAG staff, if required.

Background: Since 1997, the Board of Directors has helped sponsor an annual survey about transportation and quality of life issues in San Bernardino County. The 15th Annual Inland Empire Survey was conducted by the California State University San Bernardino, Institute of Applied Research and Policy Analysis, between the dates of February 17 through March 3, 2012.

The development of questions for the 2012 Annual Survey involved several members of the SANBAG Board. Special efforts were taken to incorporate elements of the Countywide Vision Project. Additionally, input was obtained from the County, which subsequently became a co-sponsor of the survey and submitted additional questions to be included in the survey questionnaire.

The Consortium will release its survey results to the media following the SANBAG Board meeting on June 6, 2012. The survey report will be mailed to SANBAG Board members for review prior to the Board meeting, but the results must be embargoed by the SANBAG Board and staff until the official release on June 6th.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC		CTA		SAFE		CMA	

Check all that apply.
BRD1206a-jed

The survey produces important information for both public and private sector decision-makers by measuring:

- Public optimism or skepticism regarding the regional economy, personal economic well-being, and employment issues;
- Information relative to the Countywide Vision Project Elements currently under analysis;
- Commuting distances and destinations for employed county residents;
- Lifestyle choices as they may pertain to transportation planning;
- Public perception of key policy issues and the quality of public services in the Inland Empire;
- Customized transportation-related questions for the current times and economic conditions;
- Demographic characteristics of the public that have important policy implications, as well as views on amenities like shopping, educational opportunities, entertainment, and recreation; and
- Statistical differences between subareas of San Bernardino County.

This is the fifteenth year the Board of Directors has sponsored a survey of county residents.

A summary and PowerPoint presentation on the survey results will be presented by California State University San Bernardino, Institute of Applied Research and Policy Analysis Professors, Barbara Sirotnik, Ph.D., and Shel Bockman, Ph.D.

Financial Impact: This item has no immediate impact on the SANBAG budget. Funding for the survey is consistent with the adopted budget for Publications and Public Outreach, Project No. 0605.

Reviewed By: This item has not received prior policy committee review.

Responsible Staff: Jane Dreher, Public Information Officer

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TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 31

Date: June 6, 2012

Subject: SANBAG 2012/2013 Proposed Budget

Recommendation:* 1. Conduct the Public Hearing for the proposed Fiscal Year 2012/2013 budget; and
2. Adopt the SANBAG Fiscal Year 2012/2013 budget which includes appropriation and estimated revenue amendments presented at the Administrative Committee Meeting held in conjunction with the budget workshop on May 9, 2012.

Background: The development of the 2012/2013 proposed budget is complete. The proposed budget documents were distributed to members of the Board prior to the Budget Workshop which was held in conjunction with the May Administrative Committee meeting.

Task level budget development has been completed relative to all of the activities included in the Fiscal Year 2012/2013 budget. SANBAG's budget process is structured to provide for the maximum level of input from all SANBAG policy committees. Each policy committee has reviewed the tasks that relate to the functional areas of committee oversight and each task has been reviewed by at least one of the policy committees.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	X

Check all that apply.

BRD1206b-ws

SANBAG's budget process includes a review of the Boards' direction as it relates to short term goals and how it integrates with the agency's long term goals and objectives. As part of this review, staff analyzes the resources available to help meet the short term goals as set forth in the fiscal year budget.

Staffing for fiscal year 2012/2013 includes 49 regular full-time positions in comparison to 47 positions from the previous fiscal year, and also includes reclassifications.

A proposed cost of living increase of 2.7% is recommended. Changes are also recommended to SANBAG's benefits.

This budget proposes to add a health and dental insurance premium subsidy of $1,500 annually for each employee. This will be in addition to the existing flexible benefit plan provided to employees to pay for insurance premiums. This amount has not been adjusted in six years while at the same time premiums for health insurance have increased by as much as 57%.

Last year, SANBAG received another health insurance premium increase for our employees of either 9.88% or 15.18% depending on the insurance plan. SANBAG's health benefit is also below the average of health benefits provided by thirteen comparable agencies, and is 15.5% below market for support staff; 21.1% below market for administrative/professional staff; and 49.3% below market for senior management staff. The current flexible benefit is $8,473/year. The additional health and dental insurance premium subsidy can only be used toward paying the annual health or dental insurance premium paid by SANBAG employees. Those employees who receive their health or dental coverage through a spouse or another mechanism will not see any change and will not receive the additional subsidy. This change is to assist those employees who receive health or dental insurance through SANBAG with the intention to pay increasing premium costs.

The other change to SANBAG's benefits included in the budget is to change the alternative transportation incentive from $105/month to the amount allowed annually by the IRS, which is $125/month for 2012. SANBAG currently provides an incentive to employees who ride the train, take a bus or ride in a vanpool. The incentive is used to help the employee offset some of the costs of using these alternative forms of transportation to commute. The IRS sets an amount annually, much like it does for vehicle mileage reimbursement. This budget will authorize a change to SANBAG policy to change the incentive from a fixed amount, to an amount that will float up or down based on the IRS guideline.

SANBAG develops a program based budget which is adopted with funding source detail. The modified accrual basis (where revenues are recognized when received and available to meet current year obligations) is the basis for the 2012/2013 budget. The budget summary shows the anticipated revenues and expenditures for the new activity for the upcoming fiscal year.

Estimated revenues for the fiscal year 2012/2013 budget are $585,312,732 and budget appropriations are $738,837,143.

Proposed increases in revenue of $3,450,000 for fiscal year 2012/2013 that were not included in the proposed budget document are the result of the following: 1) an increase of Regional Improvement Program funds from $31,684,882 to $34,484,882, and (2) an increase in Local Funds/Reimbursements from $68,042,429 to $68,692,429.

Proposed increases in expenditures of $4,487,300 for fiscal year 2012/2013 that were not included in the proposed budget document are the result of various changes as explained at the budget workshop. The following are changes by program:

SANBAG Program Budgets

	2012-2013 Proposed Budget	2012-2013 Budget
Expenditures		
Air Quality & Traveler Services Program	8,719,763	8,719,763
Regional & Subregional Planning Program	2,138,830	2,138,830
Major Project Delivery Program	495,670,198	499,260,198
Transit & Passenger Rail Program	39,125,811	51,379,061
Transportation Fund Administration Program	179,457,954	168,095,004
General - Council of Governments Support Program	3,320,876	3,327,876
Debt Service Program	5,916,411	5,916,411
Total	**$734,349,843**	**$738,837,143**

Financial Impact: Budget appropriations and estimated revenues are $738,837,143 and $585,312,732, respectively. The budget will establish the work program and financial approvals to guide the organization throughout the coming fiscal year.

Reviewed By: This item was reviewed by the Administrative Committee on May 9, 2012, in conjunction with the Board of Directors Budget Workshop. All five of the SANBAG policy committees have reviewed task descriptions and budgets for activities under their purview during the past month.

Responsible Staff: William Stawarski, Chief Financial Officer

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 32

Date: June 6, 2012

Subject: Appropriations Limitation for Fiscal Year 2012/2013

Recommendation:* Adopt Resolution 13-002 to establish an appropriations limit at $946,247,341.

Background: Article XIIB of the California Constitution specifies that the appropriations limit of state and local governments may increase annually by a factor comprised of the change in population combined with the change in California per capita personal income.

In accordance with the above mentioned requirements, Resolution 13-002 has been prepared and is attached for review and adoption. The California Department of Finance provides the percentage change over prior year for the per capita personal income and the annual percentage change in population. This factor, multiplied by the approved prior year appropriations limit, establishes the fiscal year 2012/2013 appropriations limit at $946,247,341. The annual establishment of an appropriations limitation excludes federal grant funds.

The previous limit, as approved by the Board of Directors was $904,098,279. Resolution 13-002 adjusts the limit to $946,247,341. The increase from the prior year is due to a 3.77% increase in per capita personal income over the prior year.

Financial Impact: This item poses no financial impact. The 2012/2013 adopted budget, with associated amendments, is well below the proposed appropriations limit.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

X	COG	X	CTC	X	CTA	X	SAFE	X	CMA

Check all that apply

BRD1206g-ws

Attachment: RES13-002

Reviewed By: The item was not available for review by the Administrative Committee on May 9, 2012; therefore, the Committee approved bringing this item directly to the Board of Directors meeting on June 6, 2012, in conjunction with the adoption of the Fiscal Year 2012/2013 budget.

Responsible Staff: William Stawarski, Chief Financial Officer

RESOLUTION NO. 13-002

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTATION COMMISSION ESTABLISHING APPROPRIATIONS LIMIT FOR FISCAL YEAR 2012/2013

WHEREAS, Article XIIIB of the California Constitution and Sections 7900 through 7913 of the California Government Code require the establishment of an appropriation limit; and

WHEREAS, appropriation limits are applicable to funds received from the proceeds of taxes and interest earned on such proceeds.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the San Bernardino County Transportation Commission hereby determined that pursuant to Section 7902(b) of the California Government Code, the appropriation limit for San Bernardino County Transportation Authority for Fiscal Year 2012/2013 is determined to be $946,247,341.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at its regular meeting thereof held this 6th day of June 2012.

*

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

RES13002

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 33

Date: June 6, 2012

Subject: Memorandum of Understanding (MOU) C12254 with the Southern California Regional Rail Authority (SCRRA) for the Design and Construction Support for the Eastern Maintenance Facility (EMF) and Downtown San Bernardino Passenger Rail Project (DSBPRP).

Recommendation:* Approve in concept as set forth herein, Contract No. C12254, an MOU for a not-to-exceed amount of $225,000, between the SCRRA and SANBAG for the design review and construction support for the expansion of EMF and the DSBPRP.

Background: The DSBPRP is comprised of two parts, the expansion of the SCRRA EMF and the extension of Metrolink service to the proposed San Bernardino Transit Center (SBTC) at Rialto Avenue and E Street. The design for the EMF portion of the project has been completed and reviewed and approved by SCRRA. Bids for the EMF work were received on May 16, 2012. The design for the extension is 90% complete and has been reviewed by SCRRA, the City of San Bernardino, and staff. Environmental documentation phase is near complete with a projected certification for the California Environmental Quality Act (CEQA) in September, 2012, followed by right-of-way acquisition, and construction bidding in the first or second quarter of 2013.

The MOU represents a definition of duties to be performed by SANBAG and SCRRA during the design review and support phases of construction. A post construction maintenance and operations determination of costs will be performed prior to the completion of construction and after approval of this MOU. Since the

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206a-maa

construction of the extension to the SBTC will not be completed until mid-2014, the costs for maintenance and operations of this extension will be included in SANBAG's subsidy to SCRRA in the FY 14/15 budget. It is anticipated that the additional costs will be minimal as compared to the overall subsidy since only one mile of track is being added to the existing 23 miles of the San Bernardino Line owned by SANBAG.

Due to the time constraints to start construction of the EMF work this summer, staff and legal counsel have been working with SCRRA on the final MOU language leading up to this Board meeting. In general, the essential elements of the MOU include the following:

- Responsibilities of SANBAG and SCRRA regarding the design review. SCRRA will use staff and consultants to review the SANBAG design.
- Responsibilities of SANBAG and SCRRA regarding construction support. SCRRA will use staff and consultants to perform technical assistance, infrastructure inspections, system commissioning, specification submittal reviews, definition of maintenance responsibilities by SANBAG during construction.
- Reimbursement of security system conduit installed in the existing portion of the EMF.
- Fixed not-to-exceed SCRRA cost to be paid by SANBAG with monthly invoicing. Quarterly and project end financial reports will be provided by SCRRA.
- Prior to construction completion, SCRAA to develop revised operation and maintenance costs for extension to the San Bernardino Transit Center.
- Designation of Legally Responsible Person with regard to the Storm Water pollution Prevention plans (SWPPP).
- Coordination with third-parties, e.g. – city, utilities, BNSF.
- Hazardous materials discovered during construction.
- Standard Terms and Conditions, e.g. – indemnification, insurance, termination, length MOU term, attorney's fees, compliance with laws and regulations,
- Discovery of unanticipated cultural, archaeological, and paleontological materials.
- Compliance with Rotem's lease of current EMF site.
- Damage repair to existing facilities.
- Safety training and requirements.

- As-built documentation and training for equipment.
- Warrantees and Grantees of equipment.
- Positive Train Control as-built surveys and modifications of track charts.

On May 10, 2010, SCRRA Counsel and CFO contacted SANBAG about concerns expressed by other member agencies about the cost-sharing for the EMF construction. This cost-sharing aspect is not addressed in the proposed MOU between SCRRA and SANBAG. At the SCRRA Board meeting on Friday, May 11, 2012 SCRRA approved the MOU in concept pending legal approval.

Financial Impact: Approval of this item is consistent with the FY 2011/2012 and draft FY 2012/2013 Budget, Task No. 0379 Commuter Rail Capital.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Commuter Rail and Transit Committee on May 17, 2012. This MOU is being finalized between the parties and will be presented for approval to the SANBAG Board of Directors. SANBAG Legal Counsel and Contracts Manager are in the process of reviewing this MOU with SCRRA and SANBAG Staff.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

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TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 34

Date: June 6, 2012

Subject: Award Construction Contract No. C12217 for the Southern California Regional Rail Authority Eastern Maintenance Facility.

Recommendation:* 1. Award Construction Contract No. C12217 to Los Angeles Engineering, Inc., the lowest responsive, responsible bidder for the Southern California Regional Rail Authority Eastern Maintenance Facility in the Not-To-Exceed amount of $10,110,765.10.

2. Approve Allowances/Contingency for Contract No. C12217 $505,538.25 and authorize the Executive Director, or designee to release contingency as necessary for the completion of the project.

Background:

Recommendation 1:

This item provides for award of a new contract based on the competitive low bid process.

This contract award is being brought directly to the Board without prior review by the Commuter Rail and Transit Policy Committee. This deviation from SANBAG policy is necessary because it is important to start construction as soon as possible on this project due to project construction work in the Lytle Creek Channel, which must be completed before the start of the rainy season in October 2012. Additionally, in order to take advantage of competitive bid prices and start construction as soon as possible, staff requested, and the Committee approved, that the award of the construction contract to the lowest responsive, responsible bidder proceed directly to the Board of Directors at the June Board meeting

*

Approved
Board of Directors

Date:

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	

Check all that apply.

BRD1206d-maa
C12217

without further consideration by the Commuter Rail and Transit Committee. The Southern California Regional Rail Authority (SCRRA) Eastern Maintenance Facility (EMF) is located in the City of Colton just south of Mill Street. The construction project generally includes reconstruction of a short section of the Lytle Creek channel, a multi-track bridge over the channel, reconfiguration and installation of new tracks, utilities, grading and storm drains.

On March 7, 2012, the Board approved plans and specifications for the project and authorized the release of the Invitation For Bids (IFB) C12217. The construction management efforts for the project will be performed by SANBAG and Parsons Program Management staff. The cooperative agreements with the State and local agencies are in place.

The IFB was released and the project was advertised on March 16, 2012 in a newspaper of general circulation. During the bid period, a total of six addenda were released for the project addressing bidders questions and changes to the specifications. On May 18, 2012, eight (8) Bids were received from prime contractors ranging in price from $10,110,765.10 to a high of $12,610,417.00 (Exhibit A). The engineer's construction cost estimate was $8,900,000, for the brick-and-mortar items.

At the bid opening Los Angeles Engineering, Inc. was identified as the lowest bidder at $10,110,765.10 followed by Powell Constructors, Allen Engineering Contractor, Inc., Brutoco Engineering and Construction, Griffith Company, Veolia Transportation, Maintenance & Infrastructure, Inc., Stronghold Engineering Inc., and Herzog Contracting Corporation. In accordance with the bid requirements all contractor bids were verified by staff.

Because each of the bids exceeded the engineer's construction cost estimate, SANBAG staff directed SANBAG's design firm HDR and construction management firm PB to examine the bid results. From the preliminary analysis, HDR and PB identified the following two reasons for the deviation from the engineer's construction cost estimate:

- First, the engineer's estimate did not include $237,000 for inflation, $12,000 for engineering coordination, $590,640 for time related overhead and $168,000 for additional conduit requested by SCRRA. These are all line items that have been accounted for in SANBAG staff's project budget, but not included in the official engineer's construction cost estimate. Had these items also been included in the estimate, the total engineer's construction cost estimate would have been $9,739,640.
- Second, most of the line items included in the bid submitted by the apparent lowest, responsive, responsible bidder were in amounts lower

than the engineer's estimate. However, the biggest discrepancy appears in line item 11 for Electrical and Lighting. Because this line item was bid as a lump sum it is a little difficult to pinpoint the exact reason for the difference in the cost. HDR and PB believe that the most likely cause for the discrepancy, however, is the unit costs used in the estimate for the wayside power station and the light posts.

SANBAG staff has determined that Los Angeles Engineering, Inc.'s bid documents are complete and in order in accordance with the submittal requirements. As a result, staff finds that Los Angeles Engineering, Inc. is the lowest responsive, responsible bidder and recommends the construction contract C12217 for the SCRRA EMF Project be awarded in the not-to-exceed amount of $10,110,765.10.

Recommendation 2:

Staff is also recommending approval of Allowances/Contingency for Contract No. C12217 for the SCRRA EMF Project for construction contingency in the amount of $505,538 and authorized the Executive Director or his designee to release the contingency as necessary to complete the project.

Financial Impact: This item is consistent with the Fiscal Year 2011/2012 Budget and Draft Fiscal Year 2012/2013 Budget. Funding for the contract is provided under Task No. 0379 Commuter Rail Capital.

Reviewed By: A related item was approved by the Commuter Rail and Transit Committee on May 17, 2012. SANBAG General Counsel and Contracts Manager are currently reviewing this item as to form.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Exhibit A

#	Bidder	Final Bid Amount
1	Los Angeles Engineering, Inc.	$ 10,110,765.10
2	Powell Constructors, Inc.	$ 10,276,304.00
3	Allen Engineering Contractor, Inc.	$ 10,334,982.68
4	Brutoco Engineering and Construction	$ 10,607,319.00
5	Griffith Company	$ 11,237,407.00
6	Veolia Transportation, Maintenance & Infrastructure, Inc.	$ 11,383,047.90
7	Stronghold Engineering Inc.	$ 12,307,100.00
8	Herzog Contracting Corporation	$ 12,610,417.00

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CONTRACT SUMMARY SHEET

Contract No. C 12217 Amendment No. _____

By and Between

San Bernardino Associated Governments and Los Angeles Engineering, Inc

Contract Description Construction Contract for the Southern California Regional Rail Authority Eastern Maintenance Facility

Board of Director's Meeting Date: June 6, 2012

Overview of BOD Action: Recommendation: 1. Award Construction Contract No. C12217 to Los Angeles Engineering, Inc., the lowest responsive, responsible bidder for the Southern California Regional Rail Authority Eastern Maintenance Facility in the Not-To-Exceed amount of $10,110,765.10. 2. Approve Allowances/Contingency for Contract No. C12217 $505,538.25 and authorize the Executive Director, or designee to release contingency as necessary for the completion of the project.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW

Original Contract Amount	$	10,110,765.10	**Original Contingency Amount**	$	505,538.25
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	10,110,765.10	**TOTAL CONTINGENCY VALUE**	$	505,538.25
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	10,616,303.35

Contract Start Date	**Current Contract Expiration Date**	**Revised Contract Expiration Date**
6/6/12	6/30/13	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☒ Budget authority for this contract currently exists in Task No. 0379.

☐ A Budget Amendment is required. How are we funding current FY?

☐ Federal Funds ☐ State Funds ☐ Local Funds ☐ TDA Funds ☒ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

MSI Valley Fund-Metrolink/Rail Service

☒ Payable ☐ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☒ Retention? If yes, indicate % 5.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

MAM 5/29/12

M. A. Alderman — Task Manager (Print Name) — Signature — Date 5/23/12

M. A. Alderman — Project Manager (Print Name) — Signature — Date 5/23/12

Contracts Manager (Print Name) — Signature — Date

Hilda Flores for Bill Stawarski — Chief Financial Officer Signature (Print Name) — Hilda Flores for Bill Stawarski — Signature — Date 5/30/12

CONTRACT

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CONTRACT C12217

BY AND BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS

AND

LOS ANGELES ENGINEERING, INC.

FOR

CONSTRUCTION OF THE EASTERN MAINTENANCE FACILITY PROJECT

This Contract, is effective on the Effective Date as defined herein, by and between San Bernardino Associated Governments, acting in its capacities as the San Bernardino County Transportation Authority and the San Bernardino Transportation Commission, (herein referred to as "SANBAG"), whose address is 1170 W. 3rd Street, 2nd Floor, San Bernardino, California 92410-1715; and, Los Angeles Engineering, Inc. (referred to hereinafter as "CONTRACTOR") whose address is 633 North Barranca Avenue, Covina, CA 91723. SANBAG and CONTRACTOR are each a "Party" and collectively the "Parties" herein.

RECITALS:

WHEREAS, SANBAG has determined that it requires construction of Eastern Maintenance Facility Project; and

WHEREAS, the work described herein cannot be performed by the employees of SANBAG; and

WHEREAS, CONTRACTOR has certified that they have the requisite personnel, experience, materials, and equipment and is fully capable and qualified to perform these services identified herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The complete Contract includes all of the following Contract Documents:

a) Advertisement for Bids, first publication date March 16, 2012.
b) Bidder's Bid dated May 18, 2012.
c) Special Conditions, including appendices
d) Contract

e) Project Specific Specifications (Divisions 01 through 34)
f) Plans
g) Addendum No's 1- 6

ARTICLE 2. PAYMENT

CONTRACTOR agrees to perform all work and provide all services, materials or equipment set forth and particularly described in this Contract, in consideration of the Base Bid to be paid by SANBAG in the Not-To-Exceed Amount of Ten Million, One Hundred Ten Thousand, Seven Hundred and Sixty-Five Dollars and Ten Cents ($ 10,110,765.10).

ARTICLE 3. PAYMENT AND PERFORMANCE BONDS

CONTRACTOR will furnish a Payment bond, in the form provided by SANBAG in the IFB, in an amount equal to one hundred percent (100%) of the contract price, and a faithful Performance bond in the form provided by SANBAG in the IFB, in an amount equal to one hundred percent (100%) of the contract price, said bonds, to be secured from a surety company satisfactory to SANBAG within ten (10) working days of the Notice of Award of this Contract and prior to the commencement of work under this Contract. Bonds shall remain in full force and effect for a period of one (1) year following the date of filing of the Notice of Completion. Notwithstanding any other provision set forth in this Contract, performance by a Surety or Guarantor of any obligation of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations thereunder.

ARTICLE 4. RETENTION/PROMPT PAYMENT

Pursuant to CFR 26.29, CONTRACTOR is required to pay all subcontractors for satisfactory performance no later than 30 days from when the CONTRACTOR receives payment from SANBAG. SANBAG shall hold retainage from CONTRACTOR of **five percent (5%)** from each invoice, and shall make prompt and regular incremental acceptances of portions, as determined by SANBAG of the contract work and pay retainage to the CONTRACTOR based on these acceptances. The CONTRACTOR or subcontractor(s) shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with SANBAG's prior written approval. Any violation of these provisions shall subject CONTRACTOR to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the CONTRACTOR or subcontractor in the event of; a dispute involving late payment or nonpayment by the CONTRACTOR; deficient subcontractor performance and/or non-compliance by a subcontractor. This Article applies to all subcontractors.

ARTICLE 5. COMPENSATION

SANBAG agrees to pay, and CONTRACTOR agrees to accept in full payment for the work outlined in the Contract documents, the sum of **Ten Million, One Hundred Ten Thousand, Seven Hundred Sixty Five Dollars and Ten Cents**, ($10,110,765.10), subject to additions and deductions, if any, in accordance with said documents [including without limit that compensation due for unit price work shall be the actual number of such units performed multiplied by the unit price]. Payment shall not be made more often than once each thirty (30) days, nor shall the amount be paid in excess of ninety-five percent (95%) of the Contract at time of completion. Payment requests shall not be deemed properly completed unless certified payrolls and any other mandatory submittals have been properly completed and submitted for each week worked during the time period covered by said payment request. Final payment to be made after acceptance of the Project. The Bid Schedule presented on the next page is incorporated into this Contract by this reference.

INSERT ACCEPTED BID

SCHEDULE HERE

AFTER AWARD OF

PROJECT

ARTICLE 6. TAXES, DUTIES AND FEES

Except to the extent expressly provided otherwise elsewhere in this Contract, CONTRACTOR shall pay when due, and the compensations set forth in this Contract shall be inclusive of all a) local, municipal, state, and federal sales and use taxes; b) excise taxes; c) taxes on personal property owned by CONTRACTOR; and d) all other governmental fees and taxes or charges of whatever nature applicable to CONTRACTOR to enable it to conduct business.

ARTICLE 7. AVAILABILITY OF FUNDS

The award and performance of this Contract is contingent on the availability of funds. If funds are not allocated or available for the continuance of work performed by the CONTRACTOR, work directly or indirectly involved may be suspended or terminated by SANBAG at the end of the period for which funds are available. When SANBAG becomes aware that any portion of work, which will or may be affected by a shortage of funds, it will notify CONTRACTOR within fifteen (15) days. Nothing herein shall relieve SANBAG from its obligation to compensate CONTRACTOR for work performed pursuant to this Contract. No penalty shall accrue to SANBAG in the event this provision is exercised.

ARTICLE 8. DOCUMENTATION AND RIGHT TO AUDIT

CONTRACTOR shall provide SANBAG, or other authorized representatives or agents of SANBAG, access to CONTRACTOR's records, which are directly related to this Contract for the purpose of inspection, auditing or copying. CONTRACTOR shall maintain all records related to this Contract in an organized way in the original format, electronic and hard copy, conducive to professional review and audit, for a period of three (3) years from the date of final payment by SANBAG, except in the event of litigation or settlement of claims arising out of this Contract in which case CONTRACTOR agrees to maintain records through the conclusion of all such litigation, appeals or claims related to this Contract. CONTRACTOR further agrees to maintain separate records for costs of work performed by change order. CONTRACTOR shall allow SANBAG or its representatives of agents to reproduce any materials as reasonably necessary. This Article applies to all subcontractors at any tier that is performing work under this Contract.

ARTICLE 9. SCHEDULE

CONTRACTOR agrees to complete the work within the time period as stipulated in the Special Conditions attached herein. CONTRACTOR shall incur no costs and shall not perform or furnish any work, services or equipment under this Contract, unless and until SANBAG has issued a written Notice To Proceed (NTP).

ARTICLE 10. CONTRACTORS LICENSE

CONTRACTOR agrees that they are currently the holder of a valid license as a CONTRACTOR in the State of California and that the license is the correct class of license for the work described in the Contract Documents. CONTRACTOR further agrees to maintain license through the entire

duration of Contract.

ARTICLE 11. NONDISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY

11.1 CONTRACTOR agrees to comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of transportation (DOT), Title 49 CFR Part 21 as they may be amended from time to time, which are herein incorporated by this reference and made part of this Contract. The following minimum specific requirement activities of the Equal Employment Opportunity (EEO):

11.1.1 CONTRACTOR will work with SANBAG and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

11.2.1 CONTRACTOR will accept as his operating policy the following statement: "It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

11.2 EEO Officer: CONTRACTOR will designate and submit to SANBAG in writing the EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active CONTRACTOR program of EEO and who must be assigned adequate authority and responsibility to do so.

11.3 Dissemination of Policy: All members of the CONTRACTOR's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONTRACTOR's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

11.3.1 Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the CONTRACTOR's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

11.3.2 All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the CONTRACTOR's EEO obligations within thirty days following their reporting for duty with the CONTRACTOR.

11.3.3 All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the CONTRACTOR's procedures for locating and hiring minority group employees.

11.3.4 Notices and posters setting forth the CONTRACTOR's EEO policy will be placed in

areas readily accessible to employees, applicants for employment and potential employees.

11.3.5 CONTRACTOR's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

11.4 Recruitment: When advertising for employees, CONTRACTOR will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

11.4.1 CONTRACTOR will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, CONTRACTOR will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to CONTRACTOR for employment consideration.

11.4.2 In the event CONTRACTOR has a valid bargaining agreement providing for exclusive hiring hall referrals, it is expected to observe the provisions of that agreement to the extent that the system permits CONTRACTOR's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the CONTRACTOR to do the same, such implementation violates Executive Order 11246, as amended.)

11.4.3 CONTRACTOR will encourage its present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

11.5 Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

11.5.1 CONTRACTOR will conduct periodic inspections of the work area insure that working conditions and employee facilities do not indicate discriminatory treatment of Work Site personnel.

11.5.2 CONTRACTOR will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

11.5.3 CONTRACTOR will periodically review-selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONTRACTOR will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

11.5.4 CONTRACTOR will promptly investigate all complaints of alleged discrimination made to the CONTRACTOR in connection with his obligations under this Contract, and will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONTRACTOR will inform every complainant of all of his avenues of appeal.

11.6 Training and Promotion: CONTRACTOR will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

11.6.1 Consistent with CONTRACTOR's work force requirements and as permissible under Federal and State regulations, the CONTRACTOR shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

11.6.2 CONTRACTOR will advise employees and applicants for employment of available training programs and entrance requirements for each.

11.6.3 CONTRACTOR will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

11.7 Unions: If CONTRACTOR relies in whole or in part upon unions as a source of employees, CONTRACTOR will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by CONTRACTOR either directly or through a CONTRACTOR's association acting, as agent will include the procedures set forth below:

11.7.1 CONTRACTOR will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

11.7.2 CONTRACTOR will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

11.7.3 CONTRACTOR is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to CONTRACTOR, CONTRACTOR shall so certify to SANBAG and shall set forth what efforts have been made to obtain such information.

11.7.4 In the event the union is unable to provide CONTRACTOR with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, CONTRACTOR will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which CONTRACTOR has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents CONTRACTOR from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONTRACTOR shall immediately notify SANBAG.

11.8 CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract. Disadvantaged business enterprises (DBE), as defined in 49 CFR Part 23 shall have equal opportunity to compete for and perform subcontracts, which the CONTRACTOR enters into pursuant to this contract. CONTRACTOR will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTOR shall obtain lists of DBE construction firms from SANBAG's DBE Liaison. CONTRACTOR will use his best efforts to ensure subcontractor compliance with their EEO obligations.

11.9 Records and Reports: CONTRACTOR shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of SANBAG and the FHWA. The records kept by the CONTRACTOR shall document the following: The number of minority and non-minority group members and women employed in each work classification on the project; the progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and the progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

11.9.1 CONTRACTOR will submit an annual report to SANBAG each July 1st for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, CONTRACTOR will be required to collect and report training data.

ARTICLE 12. CONFLICT OF INTEREST

CONTRACTOR agrees that it presently has no interest financial or otherwise and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. CONTRACTOR further agrees that in the performance of this Contract, no person having any such interest shall be employed. CONTRACTOR is obligated to fully disclose to SANBAG Policy 10102 regarding disclosure.

ARTICLE 13. PROPRIETARY RIGHTS/CONFIDENTIALITY

13.1 If, as part of this Contract, CONTRACTOR is required to produce materials, documents data, or information ("Products"), then CONTRACTOR, if requested by SANBAG, shall deliver to SANBAG the original of all such products which shall become the property of SANBAG.

13.2 All materials, documents, data or information obtained from SANBAG' data files or any SANBAG medium furnished to CONTRACTOR in the performance of this Contract will at all times remain the property of SANBAG. Such data or information may not be used or copied for direct or indirect use outside of this Project by CONTRACTOR without the express written consent of SANBAG.

13.3 Except as reasonably necessary for the performance of Services, CONTRACTOR and its employees and agents shall hold in confidence the materials and information referred to in this Article, which are produced by CONTRACTOR for SANBAG in the performance and completion of CONTRACTOR's Services under this Contract, until released in writing by SANBAG, except to the extent such materials and information become a part of public domain information through no fault of CONTRACTOR, or its employees or agents.

13.4 CONTRACTOR shall not use SANBAG's name or photographs of the Project in any professional publication, magazine, trade paper, newspaper, seminar or other medium without first receiving the express written consent of SANBAG.

13.5 All press releases relating to the Project or this Contract, including graphic display information to be published in newspapers, magazines, and other publications, are to be made only by SANBAG unless otherwise agreed to by CONTRACTOR and SANBAG.

13.6 CONTRACTOR agrees that it, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the prior written consent of SANBAG, any information obtained by CONTRACTOR from or through SANBAG in connection with CONTRACTOR's performance of this Contract, unless (a) the information was known to CONTRACTOR prior to obtaining same from SANBAG pursuant to a prior contract; or (b) the information was obtained at the time of disclosure to CONTRACTOR, or thereafter becomes part of the public domain, but not as a result of the fault or an unauthorized disclosure of CONTRACTOR or its employees, agents, or subcontractors, or (c) the

information was obtained by CONTRACTOR from a third party who did not receive the same, directly or indirectly, from SANBAG and who had, to CONTRACTOR's knowledge and belief, the right to disclose the same.

ARTICLE 14. TERMINATION

14.1 Termination For Convenience – SANBAG shall have the right at any time, with or without cause, to terminate further performance of Services by giving thirty (30) days written notice to CONTRACTOR specifying the date of termination. On the date of such termination stated in said notice, CONTRACTOR shall discontinue performance of Services and shall preserve work in progress and completed work ("Work"), pending SANBAG's instruction, and shall turn over such Work in accordance with SANBAG's instructions. CONTRACTOR shall deliver to SANBAG, in accordance with SANBAG instructions, all deliverables prepared by CONTRACTOR or its subcontracts or furnished to CONTRACTOR by SANBAG. Upon such delivery, CONTRACTOR may then invoice SANBAG for payment in accordance with the terms hereof. If CONTRACTOR has fully and completely performed all obligations under this Contract up to the date of termination, CONTRACTOR shall be entitled to receive from SANBAG as complete and full settlement for such termination a pro rata share of the contract cost and a pro rata share of any fixed fee, for such Services satisfactorily executed to the date of termination. CONTRACTOR shall be entitled to receive the actual costs incurred by CONTRACTOR to return CONTRACTOR's field tools and equipment, if any, to it or its suppliers' premises, or to turn over work in progress in accordance with SANBAG's instructions plus the actual cost necessarily incurred in effecting the termination.

14.2 Termination for Cause - In the event CONTRACTOR shall file a petition in bankruptcy court, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against CONTRACTOR or a receiver shall be appointed on account of its solvency, or if CONTRACTOR shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten (10) calendar days following written notice thereof, SANBAG may, without prejudice to any other rights or remedies SANBAG may have, (a) hold in abeyance further payments to CONTRACTOR; (b) stop any services of CONTRACTOR or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to CONTRACTOR specifying the date of termination. In the event of such termination by SANBAG, SANBAG may take possession of the deliverables and finish Services by whatever method SANBAG may deem expedient. A waiver by SANBAG of one default of CONTRACTOR shall not be considered to be a waiver of any subsequent default of CONTRACTOR, nor be deemed to waive, amend, or modify any term of this Contract.

14.2.1 In the event of termination, CONTRACTOR shall deliver to SANBAG all finished

and unfinished products prepared under this Contract by CONTRACTOR or its subcontractors or furnished to CONTRACTOR by SANBAG.

14.3 All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to SANBAG, satisfactory in form and content to SANBAG and verified by SANBAG. In no event shall CONTRACTOR be entitled to any prospective profits or any damages because of such termination.

ARTICLE 15. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto the CONTRACTOR shall, at the CONTRACTOR's expense, and prior to commencement of any work, procure and maintain in full force insurance from the beginning of the work through final acceptance by SANBAG. In addition, CONTRACTOR shall maintain completed operations coverage with a carrier acceptable to SANBAG through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of A-VII or better, and shall be written with at least the following limits of liability:

15.1 Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

(a) $1,000,000 for each accident for bodily injury by accident.
(b) $1,000,000 policy limit for bodily injury by disease.
(c) $1,000,000 for each employee for bodily injury by disease.

15.2 Liability Insurance – CONTRACTOR shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

(a) Premises, operations and mobile equipment.
(b) Products and completed operations.
(c) Broad form property damage (including completed operations).
(d) Explosion, collapse and underground hazards.
(e) Personal injury.
(f) Contractual liability.

15.2.1 Liability Limits/Additional Insureds - Insurance shall be written on ISO occurrence form 00 01 12 04 (or a substitute form providing equivalent coverage) and the policy must contain the following endorsement, which must be stated on the certificate of insurance:

(a) Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute

form providing equivalent coverage) showing "BNSF and SCRRA" as the Designated Job Site.

(b) Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

The limits of liability shall be at least:

(a) $5,000,000 for each occurrence (combined single limit for bodily injury and property damage).
(b) $2,000,000 aggregate for products-completed operations.
(c) $10,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.
(d) $5,000,000 umbrella or excess liability. For projects over $25,000,000 only, an additional $20,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

15.3 SANBAG, their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the CONTRACTOR under this Contract. Coverage for such additional insureds shall not extend to liability:

(a) Arising from any defective or substandard condition which existed at or prior to the time the CONTRACTOR commenced work, unless such condition has been changed by the work or scope of the work requires the CONTRACTOR to maintain the existing facilities and the claim arises from the CONTRACTOR' failure to maintain; or
(b) For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the CONTRACTOR which occurred during the course of the work; or
(c) To the extent prohibited by Section 11580.04 of the Insurance Code.

15.3.1 The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self-insurance maintained by SANBAG will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

15.4 Automotive Liability Insurance – CONTRACTOR shall carry automobile liability

insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than $5,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under "Liability Limits/Additional Insureds," shall also apply to automobile liability. The policy must contain the following endorsements, which must be stated on the certificate of insurance:

(a) Coverage for Certain Operations in Connection with Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "BNSF and SCRRA" as the designated job site.
(b) Motor Carrier Act Endorsement-Hazardous materials clean up (MCS-90) if required by law.

15.5 Railroad Protective Liability Insurance – CONTRACTOR shall carry Railroad Protective Liability Insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) naming SANBAG, the State of California, City of Colton, City of San Bernardino, and BNSF and SCRRA as a Named Insured covering all operations by or on behalf of CONTRACTOR providing insurance for bodily injury liability, and property damage liability. The limits of liability shall not be less than $5,000,000 per occurrence and aggregate of $10,000,000. A binder stating the policy is in place must be submitted to SANBAG and BNSF and SCRRA before the work may be commenced and until the original policy is forwarded to SANBAG.

The CONTRACTOR shall be responsible for compliance with all requirements of BNSF and SCRRA right of entry permits, including all costs therefore. This may include higher and/or different limits and requirements for insurance coverage.

15.6 Builder's Risk Insurance – CONTRACTOR shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "Special Form Cause of Loss" or equivalent policy form in an amount equal to the not to exceed amount of the Contract, plus the cost of materials supplied or installed by others on a full replacement cost basis. The Builder's Risk Policy shall include a soft cost endorsement that covers SANBAG's soft costs equal to twenty percent (20%) of the contracts full value. Soft costs are defined as; certain expenses, in addition to labor and materials, required to complete the project that has been delayed due to unexpected physical damage and include, but are not limited to the following: legal/accounting fees, design, or other professional fees, financing costs, taxes, general administration, lease expenses, permit fees and insurance premiums. This insurance shall include interests of SANBAG, CONTRACTOR and its sub-contractors in the Project as insured's as their interest may appear. The insurance shall cover without limitation, loss or damage to the work arising from the perils covered under "Special Form Cause of Loss" form coverage including, without duplication of coverage for theft, fire, lightning, explosion or hail, smoke, aircraft or vehicles, riots or civil commotion, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false-work, testing and delay of

startup, temporary buildings, property in transit and while stored at a temporary location, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for CONTRACTOR's services and expenses required as a result of such loss. During the Project construction period, SANBAG, CONTRACTOR and its sub-contractors shall mutually waive all rights of recovery for damages caused by fire or other perils covered by the Builders Risk "Special Form Cause of Loss" insurance. All applicable policies of insurance covering the work or the property of the CONTRACTOR or sub-contractor shall be endorsed to provide a waiver of subrogation in favor of SANBAG, CONTRACTOR and sub-contractors as their interest may appear.

15.7 Waiver of Subrogation Rights – CONTRACTOR shall require the carriers of the above required coverages to waive all rights of subrogation against SANBAG, and its authorized officers, employees, agents and volunteers, CONTRACTOR and subcontractors. This waiver must be stated on the certificate of insurance.

15.8 Policy Forms, Endorsements and Certificates – CONTRACTOR's General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

15.9 Proof of Insurance – Evidence of insurance in a form acceptable to SANBAG, including the required "additional insured" endorsements, and insurance required by BNSF and SCRRA, shall be provided within ten (10) business days after Notice of Award is given to CONTRACTOR. Prior to commencing any work, CONTRACTOR shall furnish SANBAG with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Article. If the insurance company elects to cancel or non-renew coverage for any reason, CONTRACTOR will provide SANBAG thirty (30) days written notice of such cancellation or nonrenewal. If the policy is cancelled for nonpayment of premium, CONTRACTOR will provide SANBAG ten (10) days written notice. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy, and shall also include the Contract Number and Project Manager's name on the face of the certificate. SANBAG may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of SANBAG. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusion is at the discretion of SANBAG. Regardless of the allowance of exclusions or deductions by SANBAG, CONTRACTOR shall be responsible for any deductible amount and shall warrant that the coverage provided to SANBAG is consistent with the requirements of this section. CONTRACTOR is required to provide certified copies of all insurance policies within ten (10) days of SANBAG's written request of said copies.

15.10 Enforcement – SANBAG may take any steps as are necessary to assure CONTRACTOR's compliance with its insurance obligations as identified within this Article. Failure to continuously maintain insurance coverage as provided herein is a material breach of Contract. In the event the CONTRACTOR fails to maintain any insurance coverage required, SANBAG may, but is not required to, maintain this coverage and charge the expense to the CONTRACTOR or terminate this Contract. The required insurance shall be subject to the approval of SANBAG, but any acceptance of insurance certificates by SANBAG shall in no way limit or relieve the CONTRACTOR of the CONTRACTOR' duties and responsibilities under the Contract to indemnify, defend and hold harmless SANBAG, and its authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude SANBAG from taking other actions as is available to it under any other provision of the contract or law. Failure of SANBAG to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

15.11 Miscellaneous – Nothing contained in this Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE 16. INDEMNITY

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by SANBAG) and hold harmless SANBAG and its authorized officers, employees, agents and volunteers (indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors, or omissions of any person and for any costs or expenses incurred by the indemnitees on account of any claim except where such indemnification its prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to the indemnitees' "passive" negligence but does not apply to the indemnitees' "sole" or "active" negligence or "willful misconduct" within the meaning of Civil Code Section 2782.

ARTICLE 17. OWNERSHIP OF DOCUMENTS

All deliverables, including but not limited to, shop drawings, plans, reports, sketches, calculations, worksheets, reports and other data developed by CONTRACTOR under this Contract shall become the property of SANBAG when prepared, whether delivered to SANBAG or not.

ARTICLE 18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent CONTRACTOR. Accordingly, all work provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction and control of CONTRACTOR. SANBAG shall rely on CONTRACTOR for results only, and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees in the performance or as to the manner, means and methods by which work is to be performed. All workers furnished by CONTRACTOR pursuant to this Contract, and all representatives of CONTRACTOR shall be and remain the employees or agents of CONTRACTOR or of CONTRACTOR's subcontractors at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of SANBAG.

ARTICLE 19. ATTORNEY'S FEES

If any legal action is instituted to enforce or declare any party's rights hereunder, each Party, including the prevailing party, must bear its own costs and attorneys' fees. This Article shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under the Indemnification provision.

ARTICLE 20. BONDS

As a condition of issuance of the Limited Notice To Proceed (LNTP), CONTRACTOR agrees to furnish to SANBAG a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the original contract price and a Performance Bond in an amount equal to one hundred percent (100%) of the original contract price. These bonds shall be secured from a surety company (ies) admitted in the state of California and satisfactory to SANBAG. Bonds shall remain in force and effect for a period of one year following the date of filing of Notice of Completion. If the contract price is increased, SANBAG may in its sole discretion, require an increase in the amount of the bonds or new bonds covering the increased amount. These bonds are to be in effect from Limited Notice To Proceed through the term of this Contract.

ARTICLE 21. PRECEDENCE

The Contract Documents consist of these general terms and conditions and the specifications, plans and special conditions referenced herein and incorporated by this reference. The following order of precedence shall apply: a) Special Conditions, appendices, and permits; b) Contract Articles and all attachments including all Addenda; c) IFB provisions; d) CONTRACTOR's Bid; e) Project Specific Specifications; f) Plans; and g) all other documents, if any, cited herein or incorporated by reference.

ARTICLE 22. COMMUNICATIONS/NOTICES

All notices and communications permitted or required to be given hereunder shall be deemed duly given (a) upon actual delivery, if delivery is personally made; or (b) upon delivery into the United States Mail if delivery is by postage paid certified mail (return receipt requested), fax or private courier. Each such notice shall be sent to the respective party at the address indicated below or to any other address as the respective parties may designate from time to time by a notice given in accordance with this Article. A change in address may be made by notifying the other Party in writing. All communications pursuant to or in connection with this Contract shall be marked with SANBAG's contract number.

To CONTRACTOR	To SANBAG
Los Angeles Engineering, Inc.	San Bernardino Associated Governments
633 North Barranca Avenue	1170 W. 3rd Street, 2nd Floor
Covina, CA 91723	San Bernardino, CA 92410-1715
Attn:	Attn: Mitch Alderman, P.E.
Aaron O'Brian	Cc: Contracts Administrator
Phone: 626-454-5222	Phone: (909) 884-8276

ARTICLE 23. GOVERNING LAW AND VENUE

This Contract shall be subject to the law and jurisdiction of the State of California. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The Parties agree that the venue for any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, Civil Division. Each Party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, Civil Division.

ARTICLE 24. FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR warrants that in performance of this Contract, it shall comply with all applicable federal, State and local laws, ordinances, rules and regulations.

ARTICLE 25. LIQUIDATED DAMAGES

The Contract Time for this Project, as defined in the Division 01 Specifications is 332 calendar days. Should CONTRACTOR fail to complete all work within the time specified herein, including any written authorized changes, the actual damages to SANBAG for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, CONTRACTOR shall pay SANBAG the sum of $6,000 per calendar day of delay as identified in the weekly statement of working days issued by SANBAG. SANBAG shall not withhold

liquidated damages if the delay is determined by SANBAG to be excusable in accordance with the Force Majeure article of this Contract. SANBAG may extend the Contract Time of this Contract when in its sole judgment, sufficient justification exists to do so.

ARTICLE 26. ASSIGNMENT

CONTRACTOR agrees not to sell, transfer, assign or otherwise dispose of any contract part either voluntarily or by operation of law without prior written consent from SANBAG.

ARTICLE 27. SUBCONTRACTS

27.1 CONTRACTOR shall perform with its own organization contract work amounting to not less **than 30 percent** (or a greater percentage if specified elsewhere in the Contract) of the total original contract price, excluding any specialty items designated by SANBAG. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by CONTRACTOR's own organization (23 CFR 635).

27.1.1 "Its own organization" shall be construed to include only workers employed and paid directly by the prime CONTRACTOR and equipment owned or rented by the prime CONTRACTOR, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime CONTRACTOR.

27.1.2 "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract. The contract price upon which the requirements set forth in this Contract is computed includes the cost of material and manufactured products, which are to be purchased or produced by the CONTRACTOR under the contract provisions.

27.2 CONTRACTOR shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as SANBAG determines is necessary to assure the performance of the Contract.

27.3 No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of SANBAG, or authorized representative, and such consent when given shall not be construed to relieve CONTRACTOR of any responsibility for the fulfillment of the contract. Written consent will be given only after SANBAG has assured

that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. CONTRACTOR does not have the right to make any substitutions of any subcontractor listed in its Bid, except in accordance with the State of California Public Contract Code, Section 4100 et. seq. SANBAG's consent to substitution shall not be deemed to relieve CONTRACTOR of its obligation to fully comply with the requirements of this Contract. CONTRACTOR shall be responsible for all acts and omissions of its employees, subcontractors and their employees. CONTRACTOR is responsible for coordinating all work performed by the subcontractors. SANBAG reserves the right, but not the obligation, to review the subcontractor agreements for this project and to require any modifications so as to conform to the requirements set forth in this Contract.

ARTICLE 28. COORDINATION WITH OTHER CONTRACTS

SANBAG may undertake or award other contracts for work, and CONTRACTOR shall cooperate fully with the other CONTRACTOR's and SANBAG's employees or agents and carefully fit its own work to such additional work as may be directed by SANBAG. CONTRACTOR shall not commit or permit any act, which will interfere with the performance of work by any other CONTRACTOR or by SANBAG.

ARTICLE 29. PREVAILING WAGE REQUIREMENTS

29.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the State Department of Labor the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the State Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

29.2 Contributions made or costs reasonably anticipated for bona fide fringe benefits under the State Department of Labor on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this Article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in herein. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth

the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under of this section) and the Davis-Bacon poster (WH1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

29.3 SANBAG shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under this Contract shall be classified in conformance with the wage determination. SANBAG shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

29.4 If CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and SANBAG agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by SANBAG to the State Department of Labor. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise SANBAG or will notify SANBAG within the 30-day period that additional time is necessary.

29.5 In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and SANBAG do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), SANBAG shall refer the questions, including the views of all interested parties and the recommendation of SANBAG, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise SANBAG or will notify the SANBAG within the 30-day period that additional time is necessary.

29.6 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, should be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

29.7 Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

29.8 If CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount

of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the State Department of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards have been met. The State Department of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

29.9 Withholding - SANBAG shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other contract with the same prime CONTRACTOR, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by this Contract, SANBAG may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

29.10 Payrolls and basic records - Payrolls and basic records relating thereto shall be maintained by CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described herein, daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the State Department of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

29.11 Apprenticeship - If CONTRACTOR employs apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

29.12 Payroll - CONTRACTOR shall submit weekly for each week in which any contract work

is performed a copy of all payrolls to SANBAG if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to SANBAG. The payrolls submitted shall set out accurately and completely all of the information required to be maintained Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029005000141), U.S. Government Printing Office, Washington, DC 20402. CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

29.12.1 Each payroll submitted shall be accompanied by a Statement of Compliance, signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

29.12.2 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH347 shall satisfy the requirement for submission of the Statement of Compliance required by this section. The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

29.12.3 CONTRACTOR or subcontractor shall make the records required under of this section available for inspection, copying, or transcription by authorized representatives of the SANBAG, and shall permit such representatives to interview employees during working hours on the job. If CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

29.13 Apprentices will be permitted to work at less than the predetermined rate for the work they

performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in CONTRACTOR's or subcontractors registered program shall be observed.

29.13.1 Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

29.14 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the

journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

29.15 Compliance with Copeland Act requirements - CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a) (1) through (10) and such other clauses as SANBAG may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

29.16 Contract termination – debarment- A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

29.17 Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

29.18 Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the State Department of Labor. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and SANBAG, or the employees or their representatives.

29.19 Certification of eligibility- (i) By entering into this Contract, CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in CONTRACTOR's

firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

29.20 Contract Work Hours and Safety Standards Act- SANBAG shall cause or require CONTRACTOR and subcontractors in any contract where an amount is in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required under this article . As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

29.21 Overtime requirements- No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

29.22 Violation; liability for unpaid wages; liquidated damages - In the event of any violation under this article the CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.

29.22.1 Withholding for unpaid wages and liquidated damages - SANBAG shall upon its own action or upon written request of an authorized representative of the State Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.

29.23 Subcontracts - CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

29.23.1 Herein, any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited, SANBAG shall insert a clause requiring that the CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, SANBAG shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of SANBAG and the State Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

ARTICLE 30. SAFETY

30.1 In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation (23 CFR 635) and Federal Railroad Administration (49 CFR 200-299). The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as SANBAG may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. It is a condition of this Contract, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Contract, that CONTRACTOR and any subcontractor shall not permit any employee, in performance of this Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

30.2 Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

ARTICLE 31. GRATUITIES

CONTRACTOR, its employees, agents or representatives shall not offer or give to an officer, official or employee of SANBAG, gifts, entertainment, payments, loans or other gratuities to influence the award of a contract or obtain favorable treatment under a contract.

ARTICLE 32. CONFIDENTIALITY

Any SANBAG materials to which the CONTRACTOR or its agents has access to or materials prepared by the CONTRACTOR during the term of this Contract shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent disclosure of confidential information to anyone except as authorized by SANBAG. CONTRACTOR shall not release any reports, information of promotional materials or allow for the use of any photos of the project for any purposes without written approval from SANBAG.

ARTICLE 33. CONVICT LABOR

In connection with the performance of work under this Contract, CONTRACTOR agrees not to employ any person, undergoing sentence of imprisonment at hard labor. This Article does not include convicts who are on parole or probation.

ARTICLE 34. INSPECTION OF SITE

CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions affecting the work including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electricity and roads and uncertainties of weather, river stages, tides or similar conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. CONTRACTOR fully acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by SANBAG, as well as from information presented by the plans and specifications made a part of this Contract. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it from responsibility for the difficulty of cost of successfully or interpretations made by CONTRACTOR on the basis of the information made available by SANBAG.

ARTICLE 35. SEVERABILITY

The partial or complete invalidity in whole or in part, of any one or more of the provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

ARTICLE 36. FORCE MAJEURE

CONTRACTOR shall not be in default of this Contract in the event that the work performed by CONTRACTOR is temporarily interrupted or discontinued for any of the following reasons; riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government, and fires, severe weather, or other catastrophic events which are beyond the reasonable control of CONTRACTOR and which CONTRACTOR could not reasonably be expected to have prevented or controlled. Other catastrophic events do not include the financial inability of the CONTRACTOR to perform or failure of the CONTRACTOR to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the CONTRACTOR.

ARTICLE 37. INCORPORATION OF RECITALS

The Recitals stated above are true and correct and are hereby incorporated into this Contract.

ARTICLE 38. EFFECTIVE DATE

The date that this Contract is executed by SANBAG shall be the Effective Date of this Contract.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first written below, but effective as of the day and year first set forth above.

LOS ANGELES ENGINEERING, INC.

By: _____

Name Aaron O'Brian
Title President

Date: _____

Licensed in accordance with an act providing for registration of contractors.

_____
License Number

_____
Federal Employer
Identification Number

SAN BERNARDINO ASSOCIATED GOVERNMENTS

By: _____

Larry McCallon
President, Board of Directors

Date: _____

APPROVED AS TO FORM

By: _____

Eileen Monaghan Teichert
General Counsel

CONCURRENCE

By: _____

Kathleen Murphy-Perez
Contracts Manager

BOND FORMS

SAN BERNARDINO ASSOCIATED GOVERNMENTS

C12217

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That the San Bernardino Associated Governments, acting in its capacities as the San Bernardino County Transportation Authority and the San Bernardino Transportation Commission, (hereinafter referred to as "SANBAG") and Los Angeles Engineering, Inc. (hereinafter referred to as "Principal") have by written agreement dated, , 2012, entered into a contract identified as:

CONTRACT No.: C12217 (hereinafter referred to as the Contract); and

That, pursuant to law and said Contract, and before entering upon the performance of said Contract, the principal is required to file with SANBAG a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____as corporate surety (hereinafter referred to as Surety), Surety shall be listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California published by the Department of Insurance, State of California or successor publications, are held firmly bound unto SANBAG in the amount of $_____ ($_____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that all alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the contract may be made without securing consent of the Surety on this bond, and any such actions shall not in any way affect the obligations of the Surety on this bond. Surety does hereby waive notice of any alterations, extensions of time, extra and additional work to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by SANBAG and judgment is recovered, Surety shall pay all costs incurred by SANBAG in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal: _____

Dated _____ _____

Signature of Principal

_____

Surety

_____

Address

_____

City, State and Zip

Dated _____ _____

Signature of Surety

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

NOTE: This form may be reproduced for transmittal to the Surety for execution.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Contract C12217

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That the San Bernardino Associated Governments, acting in its capacities as the San Bernardino County Transportation Authority and the San Bernardino Transportation Commission, (hereinafter referred to as "SANBAG") and _____ (hereinafter referred to as Principal) have by written agreement dated _____, 2012, entered into a contract identified as:

CONTRACT NO. C12217

(Hereinafter referred to as the Contract); and that, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____as corporate surety (hereinafter referred to as Surety), Surety shall be listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1990 (including changes effective March 13, 2012) published by the Department of Insurance, State of California or successor publications, are held firmly bound unto SANBAG in the amount of $ _____ ($_____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration made as herein provided, in his/her or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless, SANBAG its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and affect.

And the said Surety, for value received, hereby stipulates and agrees that all alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the contract may be made without securing consent of the Surety on this bond, and any such actions shall not in any way affect the obligations of the Surety on this bond. Surety does hereby waive notice of any alterations, extensions of time, extra and additional work to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by SANBAG and judgment is recovered, Surety shall pay costs incurred by SANBAG in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal: _____

Dated _____

_____
Signature of Principal

_____
Surety

_____
Address

_____
City, State and Zip

Dated _____

_____
Signature of Surety

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

NOTE: This form may be reproduced for transmittal to the Surety for execution.

Governments SANBAG Working Together

San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 35

Date: June 6, 2012

Subject: High Speed Rail (HSR) Memorandum of Understanding (MOU) C12197

Recommendation:* Delegate authority to the Commuter Rail and Transit Committee to approve an amended MOU C12197 among SANBAG, the HSR Authority, and other Southern California transportation agencies in substantially the form attached, and at such time the revised MOU and attachments are finalized and have been reviewed and approved by SANBAG General Counsel.

Background: At the February 2, 2012, SANBAG board meeting, the Board authorized the President to execute an MOU for the California HSR when the necessary attachments were completed. However, since the February board meeting, several of the parties have requested additional minor revisions to the MOU. Additionally, a project listing for the projects that can be funded under the MOU is under development.

An update on the status of the MOU was presented to the May Commuter Rail and Transit Committee, and it was the expectation of staff that a final project list would be ready for approval at the June SANBAG Board meeting. However, at the time of this agenda, the project list has not been finalized. The parties continue to meet to discuss the final list, including two additional conference calls that have taken place on May 21 and May 23. The draft project list as of May 25, 2012 is included as Attachment 1 to this agenda item.

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206c-maa
Attachment:
BRD1206c1-mma.xlsx

Unfortunately at this point, it looks unlikely that a final list will be ready for approval at the June 6 Board of Directors meeting. Consequently, staff is requesting the delegation of authority to the Commuter Rail and Transit Committee to approve the amendment to the MOU, including the project lis, at its June 21 meeting. The MOU calls for agency approvals of the project list by June 30, 2012 and approval of the staff recommendation will enable SANBAG to maintain compliance with the MOU.

Financial Impact: This action does not affect the approved Fiscal Year 2011/2012 SANBAG Budget. However, it may result in the availability of capital for important passenger rail improvements within the region. Depending on the final criteria, these improvements might include projects such as double tracking of additional segments of the Metrolink San Bernardino Line and provision of service within the right-of-way of the High Desert Corridor.

Reviewed By: This item was discussed at the Commuter Rail and Transit Committee meeting on May 17, 2012.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

Southern California

Potential Early Investment Projects that Support Development of the California High Speed Train

Draft

For Internal Discussion Only

Prioritized Projects

Category	Projects						Criteria Framework for Project Selection													
	Code	Description	Rough Order of Magnitude Cost		Status	Details	County Priority	Project Readiness by 2020	Fits within Statutory Requirements of Prop. 1A for Phase 1	Regional Connectivity to the HST System / Linkages	Improved Operations/Speed	Enables Development of the High Speed Train System	Independent Utility	Enhanced Capacity	CPUC Hazard Ranking (Sec 190)	Safety Improvements to Increase Speed	Leverages Local Investment	Top County Priority	Checked Box Total	Regional Priority
			Non-HSR Improvement	HSR Utility			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Grade Crossings / Safety Improvements	**Palm-LA-C01**	CP Brighton to CP Roxford Double Track		$108,600,000	HST PE/Env	Double track single track territory. Independent utility if the existing track is relocated. There is a significant cost difference.	2	√	√		√	√	√	√		√	√	√	9	1
	Palm-LA-S19	Doran Street - Grade Separation		$40,000,000	HST PE/Env	**Corrects serious safety concerns** New Grade Separation	1	√	√		√	√	√			√	√	√	8	2
	Ana-LA-S11	State College Blvd Grade Separation	$70,000,000		PSR Complete	**PUC** Rank **# 48** Road Under	1	√	√		√	√	√			√	√	√	8	3
	RIV-S01	McKinley Street Grade Separation *(serves ML 91 & IEOC lines)*	$36,000,000		Planning/PAED	**PUC** Rank **#3** New Grade Separation	1	√		√	√		√		√	√	√	√	8	6
	SB-C04	CP Lilac to CP Rancho Double Track	$31,850,000		Planning	San Bernardino Line feeder to HST system.	1	√		√	√		√	√		√	√	√	8	13
	OC-C01	Laguna Niguel to San Juan Capistrano Passing Siding	$30,000,000		Environmental Underway		1	√		√	√		√	√		√	√	√	8	14
	Ana-LA-S13	Orangethorpe Ave Grade Separation	$90,000,000		Planning/PSR	Road Under	2	√	√		√	√	√			√	√	√	8	5
	RIV-S02	Jurupa Road Grade Separation *(serves ML Riverside line)*	$74,000,000		Planning/PSR	**PUC** Rank **#21** New Grade Separation	2	√		√	√		√		√	√	√	√	8	7
	SB-C01	CP Central to CP Archibald	$104,000,000		Planning	San Bernardino Line feeder to HST system.	2	√		√	√		√	√		√	√	√	8	11
	OC-C02	Irvine 3rd Main Track Extension	$75,000,000		Planning/Env. Underway		2	√		√	√		√	√		√	√	√	8	15
	SD-C02	Eastbrook to Shell Double Track	$45,000,000		PE/Environ	0.6 miles in Oceanside (full amount shown, 16% funded)	2	√		√	√		√	√		√	√	√	8	16
	Ana-LA-S12	Ball Rd Grade Separation	$78,000,000		Planning/PSR	Road Over	3	√	√		√	√	√			√	√	√	8	4
	SB-C03	CP Beech to CP Locust Double Track	$46,800,000		Planning	San Bernardino Line feeder to HST system.	3	√		√	√		√	√		√	√	√	8	12
	SD-C06	Elvira to Morena Double Track		$80,000,000	PE/Environ	2.0 miles of double track, curve realignments	6	√		√	√	√	√	√		√	√		8	17
	Ana-LA-C01	Union Station Run-Through Tracks		$350,000,000	Environmental	Needed for capacity impacts for HSR and rail growth in southern California	9	√	√	√	√	√	√	√			√		8	10
	SD-C12	Tecolote to Friar Double Track		$44,000,000	Planning	0.9 miles of double track, second bridge across San Diego River	11	√		√	√	√	√	√		√	√		8	18
	Palm-LA-C08	Via Princessa to Vincent Grade Double Track		$5,000,000	Planning		20	√	√		√	√	√	√		√	√		8	8
	Palm-LA-C09	Santa Clarita to Via Princessa Double Track		$12,000,000	Planning		27	√	√		√	√	√	√		√	√		8	9
	Palm-LA-S22	Van Nuys Boulevard - Grade Separation		$40,000,000	HST PE/Env	New Grade Separation	5	√	√		√	√	√			√	√		7	19
	Ana-LA-S07	Sycamore - Closure	$2,000,000			Road crossing closure	4	√		√	√	√	√			√	√		7	20
	Ana-LA-S08	Santa Ana - Closure	$2,000,000			Road crossing closure	5	√		√	√	√	√			√	√		7	21
	Ana-LA-S09	Rosecrans Ave / Marquardt Ave Grade Separation		$150,000,000	Designed	**PUC** Rank **#1** New Grade Separation	15	√	√		√	√	√			√	√		7	22
	Ana-LA-S10	Norwalk Blvd / Los Nietos Rd - Grade Separation		$40,000,000	Designed	**PUC Rank #2** New Grade Separation	16	√	√		√	√	√			√	√		7	23
	Palm-LA-C02	Glendale Slide Relocation		$3,300,000	HST PE/Env	Relocate existing UPRR storage. Independent utility if the existing track is relocated. There is a significant cost difference.	31	√	√		√	√	√	√			√		7	24
	Palm-LA-C03	Glendale Station Redesign *(coincides with Glendale Slide Relocation)*		$20,000,000	HST PE/Env	Relocate existing UPRR storage. Independent utility if the existing track is relocated. There is a significant cost difference.	32	√	√		√	√	√	√			√		7	25
	Palm-LA-C04	Vincent Siding Extension *(to 11,000 ft.)*		$11,200,000	Planning	Extension of existing siding.	12	√	√		√	√	√	√			√		7	26
	Palm-LA-C05	Palmdale Siding Installation		$7,000,000	HST PE/Env	Capacity and operations impact.	4	√	√		√	√	√	√			√		7	27
	Palm-LA-C06	Santa Clarita to Newhall Double Track *(includes 4 grade X-ings & Santa Clarita platform)*		$40,200,000	Planning		22	√	√		√	√	√	√			√		7	28
	Palm-LA-C07	Bob Hope Airport Station Expansion		$15,000,000	Planning	Airport station adjacent to future HSR station.	6	√	√		√	√	√	√			√		7	29
	LA-C06	CP Barranca to CP White Double Track	$110,300,000		Planning		3	√		√	√		√	√		√		√	7	30
	SB-C02	CP Rochester to CP Nolan Double Track	$22,750,000		Planning	San Bernardino Line feeder to HST system.	4	√		√	√		√	√		√	√		7	31

Southern California

Potential Early Investment Projects that Support Development of the California High Speed Train

Draft

For Internal Discussion Only

Prioritized Projects

Category	Projects						Criteria Framework for Project Selection													
	Code	Description	Rough Order of Magnitude Cost		Status	Details	County Priority	Project Readiness by 2020	Fits within Statutory Requirements of Prop. 1A for Phase 1	Regional Connectivity to the HST System / Linkages	Improved Operations/Speed	Enables Development of the High Speed Train System	Independent Utility	Enhanced Capacity	CPUC Hazard Ranking (Sec 190)	Safety Improvements to Increase Speed	Leverages Local Investment	Top County Priority	Checked Box Total	Regional Priority
			Non-HSR Improvement	HSR Utility			1	2	3	4	5	6	7	8	9	10	11	12	13	14
	SB-C05	Second Fly-over at San Bernardino, CP Rancho to SB Jct.	$31,850,000		Planning	San Bernardino Line feeder to HST system.	6	√		√	√		√	√		√	√		7	32
	SB-C06	CP Rana to CP SB Jct. Double Track Shortway	$22,750,000		Planning	San Bernardino Line feeder to HST system.	5	√		√	√		√	√		√	√		7	33
	SD-C01	San Onofre to Pulgas Double Track	$66,000,000		PE/Environ/ Design	5.8 miles through Camp Pendleton (full amount shown, 62% funded)	1	√		√	√		√	√			√	√	7	34
	SD-C04	Carlsbad Village Double Track	$45,000,000		PE/Environ	1.1 miles of double track, new bridge across Buena Vista Lagoon	4	√		√	√		√	√		√	√		7	35
	SD-C05	San Elijo Lagoon Double Track	$78,000,000		PE/Environ	1.5 miles of double track, new bridge across San Elijo Lagoon	5	√		√	√		√	√		√	√		7	36
	SD-C09	Sorrento to Miramar Ph 2	$120,000,000		PE/Environ/ Design	2.1 miles of double track, curve realignments	8	√		√	√		√	√		√	√		7	37
	Palm-LA-S01	Bledsoe Street - Closure		$2,000,000	HST PE/Env	Road crossing closure	36	√	√		√	√	√			√			6	38
	Palm-LA-S02	Polk Street - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	37	√	√		√	√	√			√			6	39
ty / Operational Improvements	Palm-LA-S03	Hubbard Avenue - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	33	√	√		√	√	√			√			6	41
	Palm-LA-S04	Maclay Avenue - X-ing Improvements	$5,000,000	$4,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	34	√	√		√	√	√			√			6	42
	Palm-LA-S05	Brand Boulevard - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	14	√	√		√	√	√			√			6	43
	Palm-LA-S06	Jessie Street - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	40	√	√		√	√	√			√			6	44
	Palm-LA-S07	Paxton Street - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	21	√	√		√	√	√			√			6	45
	Palm-LA-S08	Pierce Street - Closure		$2,000,000	HST PE/Env	Road crossing closure	29	√	√		√	√	√			√			6	46
	Palm-LA-S09	Osborne Street - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	35	√	√		√	√	√			√			6	47
	Palm-LA-S10	Branford Street - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	19	√	√		√	√	√			√			6	48
	Palm-LA-S11	Penrose Street - Closure	$2,000,000	$2,000,000	HST PE/Env	Road crossing closure	44	√	√		√	√	√			√			6	49
	Palm-LA-S12	Sunland Boulevard - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)*	30	√	√		√	√	√			√			6	50
	Palm-LA-S13	Arvilla Avenue - Closure		$2,000,000		Road crossing closure	28	√	√		√	√	√			√			6	51
	Palm-LA-S14	North Buena Vista Street - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	23	√	√		√	√	√			√			6	52
	Palm-LA-S15	Sonora Avenue - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	25	√	√		√	√	√			√			6	53
	Palm-LA-S16	Grandview Avenue - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	24	√	√		√	√	√			√			6	55
	Palm-LA-S17	Chevy Chase - X-ing Improvements	$5,000,000	$40,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)*	13	√	√		√	√	√			√			6	56
	Palm-LA-S20	Roxford Street - Grade Separation		$40,000,000	HST PE/Env	New Grade Separation	10	√	√		√	√	√			√			6	57
	Palm-LA-S21	Sheldon Street - Grade Separation		$40,000,000	HST PE/Env	New Grade Separation	11	√	√		√	√	√			√			6	58
	Ana-LA-S01	Alondra Boulevard - X-ing Improvements	$5,000,000			Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	38	√	√		√	√	√			√			6	59
	Ana-LA-S02	Carmenita Road - X-ing Improvements	$5,000,000			Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	39	√	√		√	√	√			√			6	60

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			Non-HSR Improvement	HSR Utility			1	2	3	4	5	6	7	8	9	10	11	12	13	14
Capaci	Ana-LA-S03	Pioneer Boulevard - X-ing Improvements	$5,000,000			Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	41	√	√		√	√	√			√			6	61
	Ana-LA-S04	Vermont - X-ing Improvements	$5,000,000			Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	42	√	√		√	√	√			√			6	62
	Ana-LA-S05	South St. - X-ing Improvements	$5,000,000			Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	43	√	√		√	√	√			√			6	63
	Ana-LA-S06	Broadway - X-ing Improvements	$5,000,000			Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	44	√	√		√	√	√			√			6	64
	LA-CY1	Durfee Grade Separation	$50,000,000		Planning		18	√		√	√		√			√	√		6	65
	SD-C13	X-ing Improvements	$66,000,000		Planning	Grade Crossing Safety Improvements/Future quiet zones	12	√		√	√		√			√	√		6	66
	LA-C01	Raymer to Bernson Double Track	$77,000,000		PE/Environ	LOSSAN Corridor feeder to HST system.	7	√		√	√		√	√			√		6	67
	LA-C02	Van Nuys Station Platform	$40,000,000		PE/Environ	LOSSAN Corridor feeder to HST system.	8	√		√	√		√	√			√		6	68
	LA-C04	CP Amar to CP Irwin Double Track	$91,650,000		Planning		17	√		√	√		√	√		√			6	69
	SD-C03	Los Penasquitos Bridge Replacement	$20,000,000		Final Design	3 Lagoon Railway Bridge replacements in City of San Diego.	3	√		√	√		√				√	√	6	70
	SD-C07	San Dieguito Bridge Replacement/Double Track	$110,000,000		PE/Environ	1.1 miles of double track, new bridge across San Dieguito Lagoon	7	√		√	√		√	√			√		6	71
	Palm-LA-S18	Main Street - X-ing Improvements	$5,000,000	$5,000,000		Crossing Improvements *(4 quad gates to improve speed & safety)* *Grade Separate for HSR Development*	26	√	√		√		√			√			5	72
	SD-C10	Batiquitos Lagoon Bridge Replacement	$20,000,000		Planning	Lagoon Railway Bridge replacements in City of Carlsbad	9	√		√	√		√				√		5	73
	SD-C11	Lagoon Bridge Replacements (tbd)	$20,000,000		Planning	Additional lagoon railway bridge replacements in San Diego County	10	√		√	√		√				√		5	74
	LA-C06	High Desert Connection to HSR	$500,000,000		Environmental	Environmental Work	45			√	√		√			√			4	75

Governments SANBAG Working Together

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov

TRANSPORTATION MEASURE I

San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 36

Date: June 6, 2012

Subject: Amendment No. 1 to Interstate 15 (I-15)/Ranchero Road Interchange Cooperative Agreement

Recommendation:* Approve Amendment No. 1 to Cooperative Agreement No. C12226 with the State of California Department of Transportation District 8 (Caltrans) for construction of the I-15/Ranchero Road Interchange Improvement Project revising the Funding Summary as shown by Attachment "A".

Background: **This is an amendment to a Cooperative Agreement.** In May 2012, SANBAG and Caltrans entered into a Construction Cooperative Agreement, C12226 to address construction of the I-15 Ranchero Road Interchange Improvement Project. The subject agreement defines the roles and responsibilities of the signatory agencies in funding and administering construction of the project. SANBAG will take the lead in advertising, awarding and administering construction of the project. SANBAG is also responsible for all construction capital and support costs.

In February 2012, staff learned of the availability of Corridor Mobility Improvement Account (CMIA) funds and that this project was an excellent candidate to receive CMIA funds due to its state of readiness. A request has been made to the California Transportation Commission (CTC) to award I-15/Ranchero Road $21,134,582 in CMIA funds. This project is to be considered by the CTC on May 23, 2012, at which time the CTC may vote to allocate the funding of I-15/Ranchero Road. Staff has made a request to Caltrans

*

Approved
Board of Directors

Date: _____

Moved: *Second:*

In Favor: *Opposed:* *Abstained:*

Witnessed: _____

COG		CTC	X	CTA	X	SAFE		CMA	

Check all that apply.

BRD1206a-bmf

to amend the funding summary in the Construction Cooperative Agreement No. C12226 to reflect the addition of the CMIA funds, even before the CTC vote. It is critical that this amendment move forward because of the significant time constraints on the use of CMIA funds. After the CMIA funds are allocated, the Request for Authorization (RFA) package needed for federal funding obligation must be submitted to Caltrans Local Assistance for review and approval. The executed cooperative agreement, inclusive of the current funding plan, is needed as part of the RFA package. After receiving Caltrans District approval of the RFA package, Caltrans headquarters will review and approve the package and forward it to the Federal Highway Administration for funding obligation. All of these steps must occur before advertisement of construction, and the advertisement must occur within 30 days of the CMIA funds being allocated by the CTC (i.e., by June 22, 2012).

The Funding Summary attached to the agreement will be modified to include the addition of $21,34,582 in CMIA funds. Also, the $3,000,000 in City of Hesperia funds will be shown as a separate line item instead of being combined with the Measure I funds. Assuming the CTC approves the allocation of CMIA funds, the funding plan will be amended. The Current and Proposed funding is shown side by side below. A draft version of the full Funding Summary is included as Attachment "A" for approval.

FUNDING PLAN

Fund Type	CURRENT Const. Capital and Support	PROPOSED Const. Capital and Support	Difference
STIP/RIP	$7,479,000	$7,479,000	$0
CMIA	$0	$21,134,582	$21,134,582
Interstate Maintenance (IM)	$1,000,000	$1,000,000	$0
Interstate Maintenance (IM) Discretionary - H.R. 2764	$2,008,000	$2,008,000	$0
Measure I	$9,579,000 (1)	$5,049,000	-$4,530,000
City of Hesperia	$0	$3,000,000	$3,000,000
State and Local Partnership Program (SLPP)	$9,079,000	$4,550,000	-$4,529,000
Surface Transportation Program Local (STPL)	$15,075,582	$0	-$15,076,000
Subtotals by Component	$44,220,582	$44,220,582	$0

(1) Includes $3,000,000 in City of Hesperia funds. These funds were broken out as their own line item in the subsequent funding summary.

The proposed amendment to the Funding Summary will not be completed until after the amount of CMIA funds allocated by the CTC to this project is known. The allocation is scheduled to occur on May 23, 2012. The revised Amendment 1 with the revised Funding Summary is attached for the June Board meeting approval. To meet the time constraint imposed on projects receiving CMIA savings which requires the advertisement for construction to occur within 30 days after funding allocation, staff requests that the Board recommend approval of this item. If the funding varies from what is shown by the attached Funding Plan included as Attachment "A", this item will be included on the Board's agenda as a discussion item. This course of action will allow staff to keep this project on schedule for the award of the construction contract on August 2, 2012, and start of construction by October 2012.

Financial Impact: This recommendation will require a future budget amendment to reflect Corridor Mobility Improvement Account, State-Local Partnership Program, Interstate Maintenance Discretionary Program, and increase Regional Improvement Program funds in the Fiscal Year 2012/2013 budget for Task No. 0890.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Mountain/Desert Committee on May 18, 2012. SANBAG General Counsel and Contracts Manager have reviewed and approved this Agreement as to form.

Responsible Staff: Garry Cohoe, Director of Project Delivery

Attachment "A"

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	SANBAG	STIP/RIP	$7,479,000	$0	$0	$7,479,000	$7,479,000
STATE	SANBAG	CMIA	$21,134,582	$0	$0	$21,134,582	$21,134,582
FEDERAL	SANBAG	Interstate Maintenance (IM)	$1,000,000	$0	$0	$1,000,000	$1,000,000
FEDERAL	SANBAG	Interstate Maintenance (IM) Discretionary - H.R. 2764	$2,008,000	$0	$0	$2,008,000	$2,008,000
LOCAL	SANBAG	Measure I	$4,399,000	$650,000	$650,000	$4,399,000	$5,049,000
STATE	SANBAG	State and Local Partnership Program (SLPP)	$500,000	$4,050,000	$4,050,000	$500,000	$4,550,000
LOCAL	CITY	City of Hesperia	$0	$3,000,000	$3,000,000	$0	$3,000,000
		Subtotals by Component	$36,520,582	$7,700,000	$7,700,000	$36,520,582	$44,220,582

Governments SANBAG Working Together

CONTRACT SUMMARY SHEET

Contract No. C 12226 Amendment No. 1

By and Between

Caltrans and San Bernardino Associated Governments

Contract Description Construction Cooperative agreement between Caltrans and SANBAG for I-15/Ranchero Road in the City of Hesperia.

Board of Director's Meeting Date: June 6, 2012

Overview of BOD Action: Approve agreement outlining responsibilities between Caltrans and SANBAG on the I-15/Ranchero project.

Is this a Sole-Source procurement? ☐ **Yes** ☒ **No**

CONTRACT OVERVIEW					
Original Contract Amount	$	$36,171,582	**Original Contingency Amount**	$	
Revised Contract Amount *Inclusive of prior amendments*	$		**Revised Contingency Amount** *Inclusive of prior amendments*	$	
Current Amendment Amount	$		**Contingency Amendment**	$	
TOTAL CONTRACT VALUE	$	$36,171,582	**TOTAL CONTINGENCY VALUE**	$	
TOTAL BUDGET AUTHORITY *(contract value + contingency)*				$	$36,171,582

Contract Start Date	Current Contract Expiration Date	Revised Contract Expiration Date
May 2, 2012	December 31, 2017	

Has the contract term been amended? ☒ No ☐ Yes - please explain.

FINANCIAL INFORMATION

☐ Budget authority for this contract currently exists in Task No. 0890.

☐ A Budget Amendment is required.

How are we funding current FY?

☒ Federal Funds ☒ State Funds ☒ Local Funds ☐ TDA Funds ☐ Measure I Funds

*Provide Brief Overview of the **Overall** Funding for the duration of the Contract:*

$7,479,000 in State STIP/RIP funds, $3,008,000 in Federal Interstate Maintenance Discretionary Program; $21,134,582 in Corridor Mobility Improvement Account funds, $4,550,000 in State-Local Partnership Program funds, and $5,049,000 in MSI – Victor Valley Major Local Highway funds.

☐ Payable ☒ Receivable

CONTRACT MANAGEMENT INFORMATION

Check all applicable boxes:

☐ Retention? If yes, indicate % _____.

☐ Disadvantaged Business Enterprise (DBE) Goal _____ % ☐ Underutilized DBE (UDBE) Goal _____ %

Task Manager Signature	Date 5-30-12	Project Manager Signature	Date 5-30-12
Chief Financial Officer Signature	Date 5-30-12	Contracts Manager Signature	Date

08-SBD-15-R29.5/30.9
EA: 34160
Federal Funds
District Agreement 08-1539 A/1
Project No. 0800000613

AMENDMENT NO. 1 TO AGREEMENT 1539

THIS AMENDMENT No. 1 (AMENDMENT), entered into and effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and

San Bernardino Associated Governments, a political subdivision of the State of California, referred to as SANBAG.

RECITALS

1. CALTRANS and SANBAG, collectively referred to as PARTNERS, entered into Agreement No. 08-1539, (AGREEMENT) on May 15, 2012, defining the terms and conditions construction of new Ranchero Road Interchange at Interstate 15 (I-15), referred to as PROJECT.

2. AGREEMENT included Surface Transportation Program Local funds in the amount of $15,076,000, State and Local Partnership Program funds in the amount of $9,079,000 and Measure I funds in the amount of $9,579,000.

3. PARTNERS now seek to eliminate $15,549,000 of Surface Transportation Local funds, reduce Measure I funds to $5,049,000, reduce State and Local Partnership Program funds to $4,550,000, break out City of Hesperia funds at $3,000,000 (previously combined with Measure I funds), and add $21,134,582 Corridor Mobility Improvement Account funds. .

4. A revised FUNDING SUMMARY A/1 is attached and made part of this AMENDMENT.

IT IS THEREFORE MUTUALLY AGREED:

1. A revised FUNDING SUMMARY A/1 is attached and made part of the AGREEMENT. Any reference to the FUNDING SUMMARY in the AGREEMENT is deemed to refer to the revised FUNDING SUMMARY A/1 attached hereto.

2. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

3. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By: _____
Syed Raza
Acting District 8 Director

Date:_____

APPROVED AS TO FORM:

By: _____
Attorney
Department of Transportation

Date:_____

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By: _____
Accounting Administrator

Date:_____

CERTIFIED AS TO FUNDS:

By: _____
Lisa Pacheco
District Budget Manager

Date:_____

SAN BERNARDINO ASSOCIATED GOVERNMENTS

APPROVED

By: _____
Janice Rutherford
President, SANBAG Board of Directors

Date:_____

By: _____
Vicki Watson
Board Clerk

Date:_____

APPROVED AS TO FORM

By: _____
Eileen Monaghan Teichert
General Counsel

Date:_____

CONCURRENCE:

By: _____
Kathleen Murphy-Perez
Contracts Manager

Date: _____

Attachment "A/1"

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
FEDERAL	SANBAG	STIP/RIP	$7,479,000	$0	$0	$7,479,000	$7,479,000
STATE	SANBAG	CMIA	$21,134,582	$0	$0	$21,134,582	$21,134,582
FEDERAL	SANBAG	Interstate Maintenance (IM)	$1,000,000	$0	$0	$1,000,000	$1,000,000
FEDERAL	SANBAG	Interstate Maintenance (IM) Discretionary - H.R. 2764	$2,008,000	$0	$0	$2,008,000	$2,008,000
LOCAL	SANBAG	Measure I	$4,399,000	$650,000	$650,000	$4,399,000	$5,049,000
STATE	SANBAG	State and Local Partnership Program (SLPP)	$500,000	$4,050,000	$4,050,000	$500,000	$4,550,000
LOCAL	CITY	City of Hesperia	$0	$3,000,000	$3,000,000	$0	$3,000,000
		Subtotals by Component	$36,520,582	$7,700,000	$7,700,000	$36,520,582	$44,220,582

AGENCY REPORTS

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 · www.aqmd.gov

May 9, 2012

To: Mayors and Councilmembers

From: Dennis R. Yates, Mayor/City of Chino
Vice Chairman, South Coast AQMD Governing Board
Representative, Cities of San Bernardino County

Members of the Governing Board:

Chairman
Dr. William A. Burke
Speaker of the Assembly
Appointee

Vice Chairman
Dennis R. Yates
Mayor, Chino
Cities of San Bernardino County

Michael D. Antonovich
Supervisor
County of Los Angeles

John J. Benoit
Supervisor, Fourth District
County of Riverside

Michael A. Cacciotti
Mayor, South Pasadena
Cities of Los Angeles County/
Eastern Region

Jane W. Carney
Senate Rules Appointee

Josie Gonzales
Supervisor, Fifth District
County of San Bernardino

Ronald O. Loveridge
Mayor, Riverside
Cities of Riverside County

Joseph K. Lyou, Ph.D.
Governor's Appointee

Judith Mitchell
Councilmember, Rolling Hills Estates
Cities of Los Angeles County/
Western Region

Shawn Nelson
Supervisor, Fourth District
County of Orange

Jan Perry
Councilmember, 9th District
City of Los Angeles Representative

Miguel A. Pulido
Mayor, Santa Ana
Cities of Orange County

Attached are the agenda items and outcomes of the May 4, 2012 AQMD Governing Board meeting.

PUBLIC HEARING ITEMS AT THE MAY 4, 2012 BOARD MEETING

Adopt Executive Officer's FY 2012-13 AQMD Budget and Work Program and CPI Fee Adjustment

The Executive Officer's Budget for FY 2012-13 represents the input over the past several months from Board Members, staff and the public. This year's process included meetings of the Budget Advisory Committee, a public hearing on February 3, 2012 to receive input on the AQMD's Program Goals and Objectives and two budget workshops, one for the public held on April 10 and one for the Board held on April 13, 2012. This submittal transmits the required appropriations and reserves necessary to adopt the proposed budget. The proposed budget incorporates the CPI adjustment pursuant to Rule 320.

Votes: 9 Yes; 1 No; 0 Abstain; 3 Absent.

Amend Rule 1470 - Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines

(Continued from the April 12, 2012 Special Meeting)

The proposal would amend Rule 1470 in response to the 2007 and 2011 amendments to the state Airborne Toxic Control Measure (ATCM) for Stationary Compression Ignition Engines and the Board's comments on October 7, 2011. The key amendments primarily impact new stationary emergency standby diesel engines NOx and PM requirements. The NOx emission limits would be removed due to technical feasibility, and PM requirements would be primarily limited to new engines located at or near sensitive receptors. Other amendments are also proposed to directly reference the ATCM or to coincide with the ATCM amendments. This action is to adopt the resolution: 1) Certifying the Final Subsequent Environmental Assessment for Proposed Amended Rule 1470; and 2) Amending Rule 1470; 3) Establishing the Rule 1470 Risk Reduction Fund.; 4) Transferring $2,500,000 from the EO Mitigation Account Air Quality Investment Fund (27) to the Rule 1470 Risk Reduction Fund; 5) Approving the Draft Guidelines for Funding the Rule 1470 Risk Reduction Fund; and 6) Authorizing the Executive Officer to disburse Rule 1470 Risk Reduction Fund monies in accordance with Board approved guidelines.

Votes: 9 Yes; 1 No; 1 Abstain; 2 Absent

Annual Report for 2011 on AB 2588 Air Toxics Hot Spots Program
The Air Toxics "Hot Spots" Information and Assessment Act of 1987 (AB 2588) requires local air pollution districts to prepare an annual report. Key accomplishments for 2011 include: (1) reviewed seven facility health risk assessments (HRAs); (2) notified two facilities to prepare HRAs; (3) developed a website mapping tool to display health risks from retail gas stations; (4) prioritized over 300 facilities; and (5) updated AB 2588 website information.

[NO VOTE – RECEIVE & FILE ONLY]

Adopt 2012 Lead State Implementation Plan for Los Angeles County
In 2008, the U.S. EPA revised the lead National Ambient Air Quality Standard (NAAQS) by reducing it to 0.15 μg/m3. On December 31, 2010, the Los Angeles County portion of the South Coast Air Basin was designated as nonattainment for the 2008 lead NAAQS primarily due to exceedances measured near a large lead-acid battery recycling facility. The federal Clean Air Act requires attainment of the standard by December 31, 2015 and submission of a lead SIP to U.S. EPA by July 1, 2012. The 2012 Lead SIP addresses the recent revision to the lead NAAQS, and outlines the strategy and pollution control activities that demonstrate attainment of the lead NAAQS before December 31, 2015. This action is to approve the 2012 Lead SIP for Los Angeles County.

Votes: 8 Yes; 0 No; 0 Abstain; 5 Absent

Amend Rule 218.1 – Continuous Emission Monitoring Performance Specifications
The proposed amendment aligns the calibration requirements for CEMS on non-operating days with the provisions of Regulation XX – Regional Clean Air Incentive Market (RECLAIM) and also corrects a typographical error. This action is to adopt the resolution: 1) Certifying the Notice of Exemption for the Proposed Amendments to Rule 218.1; and 2) Amending Rule 218.1.

Votes: 9 Yes; 0 No; 0 Abstain; 4 Absent

PUBLIC HEARING ITEM SCHEDULED FOR THE JUNE 1, 2012 BOARD MEETING

Adopt Proposed Rule 1177 – Liquefied Petroleum Gas Transfer and Dispensing
The proposed rule will reduce fugitive VOC emissions released during the transfer and dispensing of Liquefied Petroleum Gas (LPG) at residential, commercial, industrial, chemical, agricultural and retail sales facilities. The rule applies to the transfer of LPG to and from stationary storage tanks and cargo tanks, including bobtails, truck transports and rail tank cars, and into portable refillable cylinders. The proposed rule will require use of low-emission fixed liquid level gauges or equivalent alternatives during filling of LPG-containing tanks and cylinders, use of low-emission connectors, routine leak checks and repairs of LPG transfer and dispensing equipment, and recordkeeping and reporting to demonstrate compliance. The proposed rule does not apply to facilities subject to Rule 1173 - Control of Volatile Organic Compound Leaks and Releases from Components at Petroleum Facilities and Chemical Plants.

Please find enclosed, for your information, the *SCAQMD Advisor*.

Clean Transportation
Funding from the MSRC
Mobile Source Air Pollution Reduction Review Committee

REPORT: Mobile Source Air Pollution Reduction Review Committee

FROM: Gwenn Norton-Perry, SANBAG Representative to the MSRC

SYNOPSIS: Below is a summary of the key issues addressed at the MSRC's meeting on April 19, 2012. The MSRC's next meeting is currently scheduled for Thursday, May 17, 2012, at 2:00 pm, in Conference Room CC-8

MEMBERS PRESENT:

(Chair) Greg Winterbottom, representing OCTA
(Vice-Chair) Greg Pettis, representing RCTC
County of LA Supervisor Michael Antonovich, rep. SCAQMD (via v/c)
April McKay (Alt.), representing Los Angeles County MTA (via v/c)
Ric Teano (Alt.), rep. Orange County Transportation Authority
Earl Withycombe, representing CARB (via v/c)

MSRC MEMBERS ABSENT:

Chino Hills Council Member Gwenn Norton-Perry, rep. SANBAG
Matthew Raymond, representing Regional Rideshare Agency
Temecula Council Member Ron Roberts, representing SCAG
San Fernando Council Member Steve Veres, rep. LA County MTA

MSRC-TAC MEMBERS PRESENT:

MSRC-TAC Vice-Chair Tanya Love
Dean Saito, representing SCAQMD

OTHERS PRESENT:

Ann Hempelmann, Southern California Gas
Haig Kartounian, CODA Automotive
Debra Mendelsohn, AQMD Board Asst. (Antonovich)
Brent Phillips, A-Z Bus Sales
Matt Slouscher, CODA Automotive
Michele Saint, City of Covina

AQMD STAFF AND CONTRACTORS

Henry Hogo, Asst. DEO/Science and Technology Advancement
John Kampa, Financial Analyst

Rachel Valenzuela, MSRC Contracts Assistant
Ray Gorski, MSRC Technical Advisor-Contractor
Matthew MacKenzie, MSRC Contracts Assistant
Ruby Fernandez, Senior Deputy District Counsel
Ana Ponce (Alt.), MSRC Administrative Liaison
Cynthia Ravenstein, MSRC Contracts Administrator
Paul Wright, Audio-Visual Specialist

CALL TO ORDER

- Opening Comments

MSRC Chair Greg Winterbottom called the meeting to order at 2:05 p.m. Agenda items would be heard, but not acted upon until MSRC Member Michael Antonovich could arrive and complete a quorum.

Chair Winterbottom indicated that there is a zero-emission vehicle in the parking lot, from the CODA Corporation, for interested members to view and test drive, after the meeting.

Clean Transportation Policy Update – Ray Gorski, MSRC Technical Advisor, announced that MSRC-TAC Chair Gretchen Hardison was not able to attend the meeting; however, a copy of the Clean Transportation Policy Update was provided to the MSRC members at the meeting, and will also be sent electronically.

PUBLIC COMMENT PERIOD

Public comments were allowed during the discussion of each agenda item. No comments were made on non-agenda items.

CONSENT CALENDAR (Items 1 through 6)
Receive and Approve Items
Agenda Item #1 – Minutes of the March 15, 2012 MSRC Meeting

The minutes of the March 15, 2012 were prepared, but not in sufficient time for distribution at the meeting. Therefore, they will be included in next month's agenda package for approval.

Cynthia Ravenstein, MSRC Contract's Administrator, asked to move Agenda Item #7 to the Action Calendar.

MSRC Chair Greg Winterbottom noted that MSRC Member Michael Antonovich has a conflict with Agenda Item #8. Ruby Fernandez, Senior Deputy District Counsel, indicated that the item could be heard, but not acted upon. Ms. Ravenstein indicated that in the past, if the MSRC did not have a quorum, the recommendation as a Committee of

the Whole could be brought back the next month just for ratification. In that case, the item would not go to the Governing Board at the May meeting.

ACTION: AQMD staff will include the March 15, 2012 minutes in the May MSRC-TAC agenda.

Receive and File Items
Agenda Item #2 – MSRC Contracts Administrator's Report

The MSRC AB 2766 Contracts Administrator's Report for April 2012 was included in the agenda package.

> ON MOTION BY MSRC VICE-CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, UNDER APPROVAL OF CONSENT CALENDAR ITEMS #1 THROUGH #6, THE MSRC UNANIMOUSLY APPROVED THE CONTRACT ADMINISTRATOR'S REPORT FOR APRIL 2012.

ACTION: AQMD staff will include the MSRC Contract Administrator's Report in Supervisor Antonovich's MSRC Committee Report for the May 4, 2012 AQMD Board meeting.

Agenda Item #3 – Financial Report on AB 2766 Discretionary Fund

A financial report on the AB 2766 Discretionary Fund for the period ending March 31, 2012, was included in the agenda package.

> ON MOTION BY MSRC VICE-CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, UNDER APPROVAL OF CONSENT CALENDAR ITEMS #1 THROUGH #6, THE MSRC UNANIMOUSLY APPROVED THE FINANCIAL REPORT ABOVE.

No further action is required.

For Approval - As Recommended
Agenda Item #4 – Consider Three-Month No-Cost Term Extension by City of Redondo Beach, Contract #ML07043 ($125,000 – Purchase Five Heavy-Duty CNG Vehicles)

The City of Redondo Beach requests a three-month, no-cost term extension to allow them to meet the five-year operations requirement.

> ON MOTION BY MSRC VICE-CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, UNDER APPROVAL OF CONSENT CALENDAR ITEMS #1 THROUGH #6, THE MSRC UNANIMOUSLY RECOMMENDED APPROVAL OF A THREE-MONTH,

NO-COST TERM EXTENSION TO CITY OF REDONDO BEACH, CONTRACT #ML07043.

ACTION: MSRC staff will modify this contract accordingly.

Agenda Item #5 – Consider Substitution of CNG for LPG Heavy-Duty Vehicles by City of Anaheim, Contract #ML08024 ($425,000 – Purchase 17 Heavy-Duty LPG Buses)

The City of Anaheim requests to substitute CNG buses for eight of the LPG buses specified in the contract.

ON MOTION BY MSRC VICE CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, UNDER APPROVAL OF CONSENT CALENDAR ITEMS #1 THROUGH #6, THE MSRC UNANIMOUSLY RECOMMENDED APPROVAL TO CITY OF ANAHEIM, CONTRACT #ML08024, TO SUBSTITUTE CNG BUSES FOR EIGHT OF THE LPG BUSES AND A SIX-MONTH, NO-COST TERM EXTENSION, CONTINGENT UPON DOCUMENTATION THAT QUALIFYING ENGINES WILL BE USED.

ACTION: MSRC staff will seek approval of this modified award by the AQMD Board at its May 4, 2012 Board meeting.

Agenda Item #6 – Consider Reduction of Scope and Value and One-Year Term Extension by City of Covina, Contract #ML09043 ($186,591 – Upgrade CNG Station)

The City of Covina indicates that the cost of their project has increased dramatically from their original estimate. Due to budget constraints, the City cannot cover such a large shortfall. In order to reduce the cost, the City requests to reduce the amount of storage capacity to be added to their station, with a corresponding $7,000 decrease in the contract amount. The City also requests a one-year term extension to complete the upgrade.

ON MOTION BY MSRC VICE CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, UNDER APPROVAL OF CONSENT CALENDAR ITEMS #1 THROUGH #6, THE MSRC UNANIMOUSLY RECOMMENDED APPROVAL TO CITY OF COVINA, CONTRACT #ML09043, TO REDUCE THE AMOUNT OF STORAGE CAPACITY TO BE ADDED TO THEIR STATION, WITH A CORRESPONDING $7,000 DECREASE IN CONTRACT AMOUNT, AS WELL AS A ONE-YEAR TERM EXTENSION TO COMPLETE UPGRADE.

ACTION: MSRC staff will modify this contract accordingly.

ACTION CALENDAR (Items 7 through 9)
FY 2010-11 WORK PROGRAM
Agenda Item #7 - Consider Contract Value Increase by A-Z Bus Sales, Contract #MS11002 – Incentives for Alternative Fuel School Buses

Cynthia Ravenstein, MSRC Contracts Administrator, reported that as part of the 2011-12 Work Program, the MSRC voted to continue to provide incentives for Alternative Fuel School Buses and allocated $1.5 million for the Program. The MSRC released an RFQ, but with the provision that any of the buses that had previously been deemed qualified would continue to be qualified to receive incentives. The MSRC can tap into the $1.5 million to award funding for incentives.

A-Z Bus Sales is one of the MSRC's qualified vendors. They have received an order from Atlantic Express of the purchase of five full-size CNG buses. They are requesting a $225,000 increase to the contract value to provide incentives at $45,000 per bus. The request was reviewed by the MSRC-TAC and they recommended approval. That would leave $1.275 million for future funding incentives.

MSRC Chair Greg Winterbottom asked if the funds would be carried over, if they are not spent. Ray Gorski, MSRC Technical Advisor, replied that this work program runs on a calendar year, as opposed to a fiscal year, so it is still early. It will end on December 31st.

> ON MOTION BY MSRC VICE-CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, THE MSRC UNANIMOUSLY RECOMMENDED APPROVAL OF A $225,000 CONTRACT VALUE INCREASE TO A-Z BUS SALES, CONTRACT #MS11002, TO FULFILL AN ORDER FROM ATLANTIC EXPRESS.

ACTION: MSRC staff will include this item for consideration at the May 4, 2012 AQMD Board meeting.

Agenda Item #8 – Consider Funding for Applications Received Under the Showcase II Off-Road Retrofit Program

Cynthia Ravenstein, MSRC Contracts Administrator, reported that MSRC Member Michael Antonovich has a conflict with this item, so an action may not be able to be taken today that can go to the Governing Board, due to lack of a quorum, if Supervisor Antonovich abstains.

The Showcase II Program offers funding to demonstrate retrofits with particular priority on hard-to-retrofit and certain other classes of vehicles. The MSRC has been making awards under this program as the applications have been evaluated and quotes have come in. The MSRC has already awarded a total of $2,009,925 out of $2.25 million. There are still quite a few applications remaining. The Evaluation Committee has completed their

review and final recommendations. The applications are to be funded in first-come, first-served order.

The next application, number seven, is for Ivanhoe Energy Services. They were proposing to retrofit four vehicles at Stice Company with their Lenz RefExh device. This involves emulsified fuels. Some of the members of the Evaluation Committee had some concerns about emulsified fuels, in general, and this device in particular. Because this is a program to demonstrate new technologies, it was felt that even though there is some concern, it would still be good to have them participate on a limited basis. Therefore, the Evaluation Committee recommended an award to Ivanhoe in an amount not to exceed $66,750 for the retrofit of one vehicle at Stice Company.

There was another application from Ivanhoe to retrofit two vehicles at FST Sand and Gravel. Because of the concerns about the device, the recommendation was not to fund retrofits at FST Sand and Gravel.

The next application, City of Long Beach, had proposed eight vehicles. One of those eight vehicles was previously retrofitted under the ARB program and the device was still on, so that one was not recommended to be included in the program. The Evaluation Committee obtained quotes for these and recommended the following retrofits for the seven vehicles: one DCL device; two Baumot; three PURItech; and one Nett Tech. The total recommended award amount is $159,012. These recommended awards would leave, out of the original amount that was allocated to the program, $14,313.

The next application on the list was actually requesting $525,000 and the cheapest retrofit would cost over $26,000. The Evaluation Committee felt that most likely the fleet would not want to come up with whatever extra funding they would need to even do one retrofit, if they were awarded $14,000. Therefore, the recommendation was not to award the $14,000.

The MSRC-TAC is recommending the awards to Ivanhoe and the City of Long Beach. That leaves a $14,313 balance. If the MSRC does not want to allocate any more funds to this program, it is recommended that $14,000 be reverted back to the AB 2766 Discretionary Fund.

All the rest of the applications are on the backup list. These are all deemed qualified to participate. Applications would have to be funded first-come, first-served, in order. For those fleets that had requested more than $500,000, the increment over $500,000 is placed at the end of the list. The program announcement specified that there is a maximum of $500,000 per fleet. The MSRC had the discretion to waive that, if the total requests that were received were less than the total amount of funding available, or if the MSRC allocated additional funds.

Ray Gorski, MSRC Technical Advisor, added that there was an oversubscription of this work program category, the number of applicants exceeds the amount of funding which was originally targeted for this category. Right now to make all those applicants whole,

the MSRC would need to dip into the unallocated reserves. There are some actions which need to occur to allow that unallocated reserve to be applied to this program. John Kampa, Financial Analyst, and Cynthia Ravenstein, MSRC Contracts Administrator, can explain. Today's action, should the MSRC choose to make it, could be the following: The MSRC could agree with the recommended TAC action, which was to fund Ivanhoe and the City of Long Beach; the MSRC could also ask that staff bring back, for consideration next month, the backup list. This would show funds are available to fund the backup list, if the MSRC chooses. Hopefully there would be other funding opportunities provided to help offset a portion of the backup list costs. There have been some preliminary discussions with SCAQMD, as to a potential participation role in the MSRC program. That could be brought back next month, should the MSRC choose.

Next month, MSRC staff will bring back both the backup list with the necessary information, as well as a funding strategy for MSRC consideration.

FY 2011-12 WORK PROGRAM

Agenda Item #9 – Consider Funding for Proposals Received Under the Major Event Center Transportation Program

Mr. Gorski provided the background on the two proposals received from OCTA. This is under the Major Events Center Transportation Program. They are separate applications, so they will be discussed individually.

The first is to continue MetroLink Rail Service to Angel Stadium. This is a program which was co-funded by the MSRC last year. The program was very successful. Because of that, there have been some expansions proposed by OCTA to improve the Angels Express MetroLink service. This program will provide MetroLink Service to Anaheim Stadium for the 50 regular season games. It promotes the use of public transportation in lieu of driving individual automobiles to Angel Stadium. The differences between last year's program and this year's program are three-fold. First, they are going to demonstrate an Inland Empire line so they will have train service for the Friday night games operating between Riverside and Orange County. They are also going to be adding additional trains, as necessary, to satisfy the service demands. OCTA, because of their expanded funding of their own MetroLink service, is actually going to be funding some of the trains that run south to Oceanside.

MSRC Member Michael Antonovich joined the meeting at this point of the discussion (approximately 2:26 p.m.). MSRC Chair Greg Winterbottom confirmed with Supervisor Antonovich his need to abstain from Action Item #8. He then asked the Supervisor if he had questions or concerns regarding any of the Consent Calendar Items #1 through #6, or Action Item #7. There being none, Chair Winterbottom asked for a motion to move those items.

ON MOTION BY MSRC VICE-CHAIR GREG PETTIS, AND SECONDED BY MSRC MEMBER EARL WITHYCOMBE, THE MSRC

UNANIMOUSLY APPROVED CONSENT CALENDAR ITEMS #1 THROUGH #6, AND ACTION ITEM #7.

Agenda Item #8 was not acted upon at this meeting. With Supervisor Antonovich's abstention, there was no quorum for this item. Staff will return with follow up recommendations at the May MSRC meeting.

Mr. Gorski continued with the presentation of Item #9. He reported that this service looks very similar to last year's service but it as a result of lessons learned the service is being modified to provide the best service for the Angel Stadium patrons. The total project value is $470,169. The MSRC is being asked to contribute $234,669. This is primarily to help offset the operating costs of the MetroLink service. As in keeping with MSRC past-practice, MetroLink and OCTA will only be invoicing for trips which are accomplished using their cleanest locomotives within the fleet to help enhance the emission reductions attributable to the program.

The second application submitted by OCTA is to implement the Orange County Fair Express. This also was implemented last year by OCTA. The program was even more successful than anyone anticipated. Last year, the anticipated number of patrons for the OCTA Fair Express was on the order of 10,000, and the actual ridership exceeded 26,000. To accommodate the additional riders that they are expecting this year (they are aiming for a minimum of 30,000 patrons), OCTA will be increasing the number of buses which are going to serve the fairgrounds and increasing the number of interim transit stops which will be served. For this program, the MSRC is being asked to contribute $342,340. This would be matched dollar-for-dollar from OCTA.

The program has a remaining balance, should the MSRC approve the OCTA applications today, of $1.12 million dollars, so there are sufficient funds available for other event centers from other counties within the region to come and participate in the program. This does have a geographic minimum, but it is still very early in the program.

ON MOTION BY MSRC MEMBER MICHAEL ANTONOVICH, AND SECONDED BY APRIL MCKAY, THE MSRC UNANIMOUSLY APPROVED FUNDING OF $234,669 FOR IMPLEMENTATION OF THE ANGELS EXPRESS; AND $342,340 FOR MPLEMENTATION OF THE OCTA ORANGE COUNTY FAIR EXPRESS.

ACTION: MSRC staff will include this item for consideration at the May 4, 2012 AQMD Board meeting.

Agenda Item #10 – OTHER BUSINESS

Ray Gorski, MSRC Technical Advisor, announced that Ana Ponce will be acting Secretary to the MSRC while Drue Hargis, MSRC Administrative Liaison, is taking a small medical leave of absence. Ms. Hargis is expected to return in the June timeframe.

MSRC Chair Greg Winterbottom asked the MSRC members to see Ray Gorski if they would like to donate to send Ms. Hargis some flowers.

ADJOURNMENT

THERE BEING NO FURTHER BUSINESS, THE MSRC MEETING ADJOURNED AT 2:34 P.M.

NEXT MEETING: Thursday, May 17, 2012, at 2 p.m.

[Prepared by Ana Ponce]

ADDITIONAL INFORMATION

SANBAG Representatives on SCAG Committees

APPOINTING/ELECTING AUTHORITY	REGIONAL COUNCIL (12:00 noon)	POLICY COMMITTEES (Regional Council Members Serve on One Each) (Subregional Appointments) (County Commissions Appoint One to TC) (10:00 a.m.)		
		Community, Economic, and Human Development	**Energy and Environment**	**Transportation**
District 6 (Grand Terrace, Colton, Loma Linda, Redlands, Yucaipa)	J. Harrison			
District 7 (San Bernardino, Highland)	L. McCallon	L. McCallon		
District 8 (Rialto, Fontana)	D. Robertson	D. Robertson		
District 9 (Rancho Cucamonga, Upland, Montclair)	P. Eaton			P. Eaton
District 10 (Chino, Chino Hills, Ontario)	E. Graham			G. Duncan
District 11 (Barstow, Big Bear, Needles, Twentynine Palms, Yucca Valley)	B. Jahn	B. Jahn		
District 65 (Adelanto, Apple Valley, Hesperia, Victorville)	G. Coleman	G. Coleman		
San Bernardino County	G. Ovitt			G. Ovitt
SANBAG Acting as County Transportation Commission	A. Wapner			B. Mitzelfelt
SANBAG Subregional Appointees* *One appointee to each policy committee for a total of three appointees per subregion, plus one additional appointee for every SCAG District over three in the subregion. SANBAG has a total of seven subregional appointees to the policy committees.		Julie McIntyre Vacant (Mike Leonard) Ray Musser	Vacant (J. Williams) Vacant (E. Scott)	R. McEachron Vacant (A. Wapner)

Rules of Appointment

1. SANBAG policy stipulates that all SANBAG appointees be SANBAG Board Members.
2. SCAG President appoints Regional Council members to Standing and Policy Committees.

Terms of Appointment

Terms of appointment are two years, commencing on adjournment of the annual General Assembly in May of each year. Even-numbered District representatives terms expire in even-numbered years; odd-numbered District representatives expire in odd-numbered years.

Stipend Summary

SCAG Regional Council members receive a $120 stipend for attendance and travel to SCAG sponsored meetings. Regional Council members may also receive reimbursement for public transit expenses or a mileage reimbursement. Parking is validated at SCAG's downtown Los Angeles office for RC members. RC members are eligible to receive up to six (6) per diem stipends per month. Both RC members and Subregional Appointees, if eligible, may receive reimbursement ($150 + taxes) for lodging (please review SCAG rules before making expenditure). Subregional Appointees shall receive a $120 stipend for up to four Policy or Task Force meetings per month.

Meeting Information

The regular meetings of SCAG Regional Council and Policy Committees are on the 1st Thursday of each month at the SCAG offices located at 818 West 7th Street, 12th Floor in Los Angeles. Generally, the Policy Committee meetings start at 10 AM and Regional Council meetings start at 12:15 PM.

Policy Committees

Community, Economic, and Human Development: Provides policy recommendations to the Regional Council on subjects of housing, land use, resource, economic, community development, infrastructure, employment, and regional disaster preparedness issues. Reviews and recommends to the Planning Committee revisions to the Housing, Economy, Growth Management, Human Resources, and Finance Chapters of the Regional Comprehensive Plan and Guide.

Energy and Environment: Acts as the policy advisory committee to the Regional Council on environmental issues, including air and water, hazardous, solid waste management, natural resources conservation, and energy conservation Reviews the Environmental Impact Report of the Regional Comprehensive Plan and Guide. Provides recommendations to the Planning Committee on state and federal legislative proposals and administrative guidelines affecting environmental quality, resource conservation.

Transportation and Communications: Acts as the policy advisory committee to the Regional Council on all regional matters pertaining to the movement of goods and people on land, water, and air. Reviews and recommends to the Regional Council all major utility development plans. Addresses the location, size, or capacity, timing, and impact of facilities.

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Administrative Committee Membership consists of 12 SANBAG Board Members: SANBAG President, Vice President, and Immediate Past President 3 East Valley (2 City, 1 County) 3 West Valley (2 City, 1 County) 3 Mt/Desert (2 City, 1 County) City members shall be SANBAG Board Members elected by caucus of city SANBAG Board Members within the subarea. All Policy Committee Chairs are included in this policy committee. Note: Should the chairs of the Plans and Programs, Commuter Rail and Transit, and either the Major Projects or Mountain/Desert committees all be from the East Valley, all from the West Valley, or all from the Mountain/Desert, additional members will be added to maintain geographical balance. Supervisors collectively select their representatives. The SANBAG Vice President shall serve as Chair of the Administrative Committee.	Makes recommendations to Board of Directors and: (1) Provides general policy oversight which spans the multiple program responsibilities of the organization and maintains the comprehensive organization integrity; (2) Provides policy direction with respect to administrative issues, policies, budget, finance, audit, and personnel issues for the organization; (3) Serves as policy review committee for any program area that lacks active policy committee oversight. Committee has authority to approve contracts in excess of $25,000 with notification to the Board of Directors.	Janice Rutherford, Supervisor, Vice President (Chair) Larry McCallon, Highland, President (Vice Chair) Brad Mitzelfelt, Supervisor, Past President Pat Morris, San Bernardino* (Chair - CRTC) Jim Harris, Twentynine Palms (Chair - MDC) Richard Riddell, Yucaipa (Chair – MPC) Bill Jahn, Big Bear Lake (Chair - PPC) Neil Derry, Supervisor Josie Gonzales, Supervisor Ed Graham, Chino Hills Mike Leonard, Hesperia Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Rick Roelle, Apple Valley Ed Scott, Rialto Dennis Yates, Chino	6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012 6/30/2012
Commuter Rail & Transit Committee Membership consists of 11 SANBAG Board Members: 9 Valley-members, two being Southern California Regional Rail Authority (SCRRA) primary (*) and two being SCRRA alternate (**) members. 2 Mountain/Desert Board Members who serve on the Board of a Mountain/Desert transit agency. SCRRA members and alternates serve concurrent with their term on the SCRRA Board of Directors as appointed by the SANBAG Board. Other members are appointed by the SANBAG President for 2-year terms.	Provides policy guidance and recommendations to the SANBAG Board of Directors and Southern California Regional Rail Authority (SCRRA) delegates with respect to commuter rail and transit service. * SCRRA Primary Member ** SCRRA Alternate Member	Pat Morris, San Bernardino* (Chair) Paul Eaton, Montclair* (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Larry McCallon, Highland** L. Dennis Michael, Rancho Cucamonga Ray Musser, Upland Richard Riddell, Yucaipa Alan Wapner, Ontario**	Indeterminate (6/30/2012) Indeterminate (6/30/2012) 12/31/2012 12/31/2012 12/31/2012 12/31/2012 Indeterminate 12/31/2012 12/31/2012 12/31/2012 Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Mountain/Desert Committee Membership consists of 11 SANBAG Board Members from each Mountain/Desert jurisdiction and County Supervisors representing the First, Second, and Third Districts.	Provides ongoing policy level oversight related to the full array of SANBAG responsibilities as they pertain specifically to the Mountain/Desert subregion. The Committee also meets as the Mountain/Desert Measure I Committee as it carries out responsibilities for Measure I Mountain/Desert Expenditure Plan.	Jim Harris, Twentynine Palms (Chair) Julie McIntyre, Barstow (Vice Chair) Neil Derry, Supervisor George Huntington, Yucca Valley Bill Jahn, Big Bear Lake Mike Leonard, Hesperia Ryan McEachron, Victorville Brad Mitzelfelt, Supervisor Edward Paget, Needles Rick Roelle, Apple Valley Janice Rutherford, Supervisor Cari Thomas, Adelanto	Indeterminate (6/30/2012) Indeterminate (6/30/2012) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate
Major Projects Committee Membership consists of 19 SANBAG Board Members from jurisdictions in the Valley and County Supervisors representing areas in the Valley.	Provides policy guidance and recommendations to the Board of Directors on issues related to the Measure I Major Projects in the Valley.	Richard Riddell, Yucaipa (Chair) Michael Tahan, Fontana (Vice Chair) Pete Aguilar, Redlands Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor Ed Graham, Chino Hills Larry McCallon, Highland L. Dennis Michael, Rancho Cucamonga Patrick Morris, San Bernardino Ray Musser, Upland Gary Ovitt, Supervisor Rhodes "Dusty" Rigsby, Loma Linda Janice Rutherford, Supervisor Ed Scott, Rialto Walt Stanckiewitz, Grand Terrace Alan Wapner, Ontario Dennis Yates, Chino Sarah Zamora, Colton	Indeterminate (6/30/2012) Indeterminate (6.30/2-12) Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate Indeterminate

SANBAG Policy Committee Membership

COMMITTEE	PURPOSE	MEMBERSHIP	TERMS
Plans & Programs Committee Membership consists of 14 Board Members: 3 city SANBAG Board Members from each of the West Valley, East Valley, and Mountain/Desert subregions All County Supervisors City members shall be elected by caucus of city SANBAG Board Members within the subarea.	Provides ongoing policy level oversight for: (1) State and federal funding and programming requirements and related actions; (2) Congestion Management Program, Comprehensive Transportation Plan, and input into the Regional Transportation Plans; and (3) Transit, Call Box, Rideshare, and Freeway Service Patrol programs. Committee has authority to approve contracts in excess of $25,000 with notification to Board of Directors	Bill Jahn, Big Bear Lake (Chair) L. Dennis Michael, Rancho Cucamonga (Vice Chair) Neil Derry, Supervisor Paul Eaton, Montclair Josie Gonzales, Supervisor George Huntington, Yucca Valley Larry McCallon , Highland Brad Mitzelfelt, Supervisor Patrick Morris, San Bernardino Gary Ovitt, Supervisor Richard Riddell, Yucaipa Rick Roelle, Apple Valley Janice Rutherford, Supervisor Alan Wapner, Ontario	12/31/2013 (6/30/2012) 12/31/2013 (6/30/2012) Indeterminate 12/31/2012 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013 Indeterminate 12/31/2012 12/31/2012 Indeterminate 12/31/2013

Policy Committee Meeting Times

Administrative Committee	Second Wednesday, 9:00 a.m., SANBAG Offices
Commuter Rail & Transit Committee	Third Thursday, 12:00 noon, SANBAG Offices
Major Projects Committee	Second Thursday following the SANBAG Board meeting, 9:00 a.m., SANBAG Offices
Mountain/Desert Committee	Third Friday, 9:00 a.m., Apple Valley
Plans & Programs Committee	Third Wednesday, 12:00 noon, SANBAG Offices

SANBAG Ad Hoc Committees

COMMITTEE	PURPOSE	MEMBERSHIP
Audit Subcommittee of the Administrative Committee In November 2008, the Board approved the creation of an Audit Subcommittee of the Administrative Committee to strengthen the financial oversight function of the Board. Additional SANBAG Board Members may be appointed annually at the discretion of the Board President.	The responsibilities of the Audit Subcommittee shall be to: • Provide a direct contact between the independent auditor and the Board of Directors before, during and after the annual audit. • Work with the auditor and SANBAG staff on reviewing and implementing practices and controls identified in the annual audit.	Audit Subcommittee (for FY 2010-2011 Audit) - SANBAG President – Larry McCallon, Highland - Vice President – Janice Rutherford, Supervisor - Immediate Past President – Brad Mitzelfelt, Supervisor - Presidential Appointment – Walt Stanckowitz, Grand Terrace
Ad Hoc Committee on Litigation with San Bernardino County Flood Control District In January 2007, the SANBAG President was authorized to appoint an ad hoc review committee of SANBAG Board Members who do not represent local jurisdictions party to the San Bernardino County Flood Control District vs. SANBAG litigation relative to the Colonies Development. In April 2008, the role of this committee was expanded to include the Cactus Basin litigation.	Reviews and provides guidance on litigation with San Bernardino County Flood Control District regarding the Colonies Development and the Cactus Basin in Rialto.	Pat Morris, San Bernardino, Chair Richard Riddell, Yucaipa Larry McCallon, Highland

SANBAG Policy Committee Membership

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Transportation Technical Advisory Committee (TTAC) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Administrative Officer.	SANBAG's Transportation Technical Advisory Committee was formed by SANBAG management to provide input to SANBAG staff on technical transportation-related matters and formulation of transportation-related policy recommendations to the SANBAG Board of Directors. The TTAC is not a Brown Act committee.	Generally meets on the first Monday of each month at 1:30 PM, at SANBAG.
City/County Manager's Technical Advisory Committee (CCM TAC) The committee is made up of up to two representatives of the County Administrator's Office and the city manager or administrator from each city and town in the County.	SANBAG's City/County Manager's Technical Advisory Committee was established in the Joint Powers Authority that established SANBAG. The primary role of the committee is to provide a forum for the chief executives of SANBAG's member agencies to become informed about and discuss issues facing SANBAG. It also provides a forum for the discussion of items of mutual concern and a way to cooperate regionally in addressing those concerns. The CCM TAC is a Brown Act committee.	Meets on the first Thursday of each month at 10:00 AM, at SANBAG.
Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) Membership consists of 13 members appointed by the SANBAG Board of Directors 6 representing Public Transit Providers 1 representing County Dept. of Public Works 1 representing the Consolidated Transportation Services Agency 5 representing Social Service Providers	Subject to the Transportation Development Act (TDA) Section 99238 – establishes PASTACC's statutory responsibilities: (1)Review and make recommendations to SANBAG on annual Unmet Transit Needs, Federal Transit Administration and Measure I Program applications and reports. (2) Assist SANBAG in developing public outreach approach on updating the Coordinated Public Transit/Human Services Transportation Plan and disseminate information in reference to State law and recommendations as they relate to transit and specialized transit. (3) Monitor and make recommendations on Federal regulatory processes as they relate to transit and specialized transit. (4)Address any special issues of PASTACC voting and non-voting members. The PASTACC is a Brown Act committee.	Meets the second Tuesday every other even month at 10:00 AM, at SANBAG.
Planning and Development Technical Forum (PDTF) Committee membership consists of a primary staff representative of each SANBAG member agency designated by the City Manager or County Chief Executive Officer.	The SANBAG Planning and Development Technical Forum was formed by SANBAG management to provide an opportunity for interaction among planning and development representatives of member agencies on planning issues of multijurisdictional importance. The PDTF is not a Brown Act Committee.	Meets the 4th Wednesday of each month at 2:00 p.m. at the Depot (in the SCAG Office).

SANBAG Policy Committee Membership

SANBAG Technical Advisory Committees

COMMITTEE	PURPOSE	MEETING SCHEDULE
Project Development Teams	Project Development Teams (PDTs) are assembled for all major project development activities by SANBAG staff. Teams are generally composed of technical representatives from SANBAG, member jurisdictions appropriate to the project, Caltrans, and other major stakeholder entities that have significant involvement in the project. PDTs make recommendations related to approaches to project development, evaluation of alternatives, and technical solutions. PDTs meet on a regular basis throughout the project phase to review progress and to provide technical input required for project development. The PDTs are not Brown Act meetings.	Varies with the PDT, at SANBAG.

SANBAG Acronym List

This list provides information on acronyms commonly used by transportation planning professionals. This information is provided in an effort to assist SANBAG Board Members and partners as they participate in deliberations at SANBAG Board meetings. While a complete list of all acronyms which may arise at any given time is not possible, this list attempts to provide the most commonly-used terms. SANBAG staff makes every effort to minimize use of acronyms to ensure good communication and understanding of complex transportation processes.

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
ADT	Average Daily Traffic
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ARRA	American Recovery and Reinvestment Act
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CMAQ	Congestion Mitigation and Air Quality
CMIA	Corridor Mobility Improvement Account
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CPUC	California Public Utilities Commission
CSAC	California State Association of Counties
CTA	California Transit Association
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DBE	Disadvantaged Business Enterprise
DEMO	Federal Demonstration Funds
DOT	Department of Transportation
EA	Environmental Assessment
E&D	Elderly and Disabled
E&H	Elderly and Handicapped
EIR	Environmental Impact Report (California)
EIS	Environmental Impact Statement (Federal)
EPA	Environmental Protection Agency
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds

MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
NAT	Needles Area Transit
NEPA	National Environmental Policy Act
OA	Obligation Authority
OCTA	Orange County Transportation Authority
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PNRS	Projects of National and Regional Significance
PPM	Planning, Programming and Monitoring Funds
PSE	Plans, Specifications and Estimates
PSR	Project Study Report
PTA	Public Transportation Account
PTC	Positive Train Control
PTMISEA	Public Transportation Modernization, Improvement and Service Enhancement Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
RSTIS	Regionally Significant Transportation Investment Study
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SAFETEA-LU	Safe Accountable Flexible Efficient Transportation Equity Act – A Legacy for Users
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCIF	Trade Corridor Improvement Fund
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21st Century
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TSM	Transportation Systems Management
TSSDRA	Transit System Safety, Security and Disaster Response Account
USFWS	United States Fish and Wildlife Service
VCTC	Ventura County Transportation Commission
VVTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

San Bernardino Associated Governments

Governments
SANBAG
Working Together

MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning

- Develop an accessible, efficient, multi-modal transportation system

- Strengthen economic development efforts

- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

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